



CITY OF BARABOO COMMON COUNCIL AGENDA

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

Tuesday, July 14, 2020, 7:00 P.M.

This meeting is open to the public. With the health concerns regarding COVID-19, the public is strongly encouraged to view the meeting remotely by watching Channel 982. Anyone appearing in person is requested to wear a mask and practice social distancing.

Regular meeting of the City of Baraboo Common Council, Mayor Mike Palm presiding.

Notices Sent To Council Members: Wedekind, Kolb, Plautz, Kent, Petty, Ellington, Sloan, Kierzek, and Thurow

Notices Sent To City Staff, Media And Other Interested Parties: Interim City Admin. Geick, Atty. Truman, CDA Dir. Cannon, Clerk Zeman, DPW Dir./Engineer Pinion, Finance Dir. Haggard, Fire Chief Stieve, Library Dir. Bergin, Parks & Rec. Dir. Hardy, Police Chief Schauf, Street Super. Gilman, Utility Super. Peterson, Treasurer Laux, the Baraboo News Republic, WBDL, 99.7FM, Citizen Agenda Group, Media Agenda Group, *Tim Lawther, Sauk County Health Officer, Nick Burch, Elissa Kelly, Brian Voltz, Wade Peterson*

1. **CALL TO ORDER**

2. **ROLL CALL AND PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF PREVIOUS MINUTES** (*Roll Call*): June 23, 2020, June 25, 2020 & June 30, 2020

4. **APPROVAL OF AGENDA** (*Roll Call*)

5. **COMPLIANCE WITH OPEN MEETING LAW NOTED**

6. **PRESENTATIONS**

- Update from Sauk County Health Department.

7. **PUBLIC HEARINGS** – The Mayor announces that this is the published date and time to hear public comment concerning the General Development Plan for Collaborative Properties, LLC as a Planned Unit Development (PUD) to construct a 2,764 sq. ft. single-story commercial office building with a 10-foot rear yard setback in a B-3 zoning district on the property located at 908 8th Street.

8. **PUBLIC INVITED TO SPEAK** (*Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.*)

9. **MAYOR'S BUSINESS**

- On behalf of the entire community, the Mayor gives thanks to everyone who assisted in the search for Kodie Dutcher, including the many volunteers, City employees and various agencies from around the State.
- The Mayor will request a moment of silence for the family of Kodie Dutcher.
- The Mayor would like to thank the organizers of the July 8, 2020, Black Lives Matter rally for a well-organized event.
- The Mayor would like to recognize the following City staff on their anniversaries:
 - Nick Burch – Police Dept. 5 years
 - Elissa Kelly – Library 5 years
 - Brian Voltz – Police Dept. 5 years
 - Wade Peterson – Utilities Superintendent 10 years
- The Mayor will read the Zoo Keeper Proclamation for the week of July 19 thru 25, 2020.

10. **CONSENT AGENDA** *(Roll Call)*

CA-1...Approve the accounts payable to be paid in the amount of \$_____.

CA-2...Approve writing off uncollectible accounts.

11. **ORDINANCES ON 2ND READING**

SRO-1...Approve amending §9.21 of the Baraboo Municipal Code to prohibit vaping within the City limits where smoking is prohibited. *(Palm/Schauf)*

SRO-2...Approve General Development Plan for Three Amigos Property Management, LLC as a Planned Unit Development (PUD) to construct multi-family residential complex on the 1.6 acre site at 325 Lynn Street, in a B-1 Central Business zoning district. *(Pinion)*

SRO-3...Approve General Development Plan for Al Ringling Brewing Company, Inc. to allow an outdoor beer garden with a decorative fence less than 6 feet in height in a B-1 Central Business zoning district for the property located at 623 Broadway, on the southwest corner of 5th Avenue and Broadway. *(Pinion)*

12. **NEW BUSINESS – RESOLUTIONS**

NBR-1...Request to approve Geri Pettersen's request for excessive household animals (four dogs). *(Schauf/Zeman)*

NBR-2...Consider allowing unbudgeted COVID-19 related purchases eligible for reimbursement through the CARES Act to be authorized for purchase by the City Administrator in lieu of the Common Council. *(Haggard)*

NBR-3...Consider authorizing the City Clerk to sign the Wisconsin Election Commission CARES Act Subgrant Agreement to help offset the City's pandemic-related election costs. *(Zeman)*

NBR-4...Consider approval of Professional Services Agreement with SEH for STH 33 Street Light Design Services with an estimated fee of \$19,500. *(Pinion)*

NBR-5...Consider approval of _____ in the amount of \$_____ for the 2020 Draper Street Improvements. *(Pinion)*

NBR-6...Approve Preliminary Resolution declaring intent to levy Special Assessments for new sanitary sewer laterals on both sides of STH 33 (8th Ave/8th Street) between Draper Street and CTH T (Taft Avenue) that will be installed as part of the 2024 STH 33 Reconstruction Project. *(Pinion)*

NBR-7...Consider requesting the Tax Increment Finance Joint Review Board grant an extension to Tax Increment Districts 7 and 8. *(Cannon/Geick)*

NBR-8...Consider approving the following documents relating to the Carnegie-Schadde Memorial Public Library Expansion project: (a) proposed Prelease Agreement between the CDA and the City (b) proposed Lease Agreement between the CDA and the City, and (c) proposed Sublease Agreement between the City and the Carnegie-Schadde Memorial Public Library. *(Cannon/Bergin)*

NBR-9... Consider approving an agreement with GovHR for a not to exceed amount of \$2,500, for advertising only, to re-conduct the City Administrator search. *(Palm/Truman)*

13. **NEW BUSINESS – ORDINANCES**

NBO-1...Approve revising §7.02 of the Baraboo Municipal Code to provide for No Parking Any Time on the south side of Quarry Street, from Waldo Street to a point 350 east of the centerline of Waldo Street. *(Pinion/Schauf)*

NBO-2...Approve updating §12.01(6) of the Baraboo Municipal Code for the expiration date for licenses and permits. *(Zeman/Truman)*

NBO-3...Approve adopting a new Chapter in the Baraboo Municipal Code dedicated to ordinances regulating animals. (*Truman/Schauf*)

NBO-4...Approve amending §1.30, “Baraboo District Ambulance Commission,” of the Baraboo Municipal Code by combining and consolidating Ch. 28, “Baraboo District Ambulance Commission,” into that Section. (*Truman*)

NBO-5...Approve General Development Plan for Collaborative Properties, LLC as a Planned Unit Development (PUD) to construct a 2,764 sq. ft. single-story commercial office building with a 10-foot rear yard setback in a B-3 zoning district on the property located at 908 8th Street. (*Pinion*)

14. **COMMITTEE OF THE WHOLE** *Note: To take action in Committee of the Whole, the following motion should be made: Motion by _____, seconded by _____, to suspend Council Rule §2.04(15) of the Municipal Code, as permitted by §2.04(20) of the Municipal Code, to allow action to be taken within Committee of the Whole. (Roll Call)*

Moved by _____, seconded by _____, to enter Committee of the Whole to discuss the City’s 2021 Goals and Project Guidelines. (*Roll Call*)

Moved by _____, seconded by _____, to rise and report from Committee of the Whole and return to regular session. (*Roll Call*)

15. **ADMINISTRATOR AND COUNCIL COMMENTS** (*Unless on the agenda, comments are limited to recognition of City residents and employees, memorials, and non-political community events; discussion of matters related to government business is prohibited.*)
- Reminder that the CDC and the Sauk County Health Department strongly encourages wearing a mask to help stop the spread of COVID-19 -- please be courteous and wear a mask when around others.

16. **REPORTS, PETITIONS, AND CORRESPONDENCE** The City acknowledges receipt and distribution of the following:

- **Reports:** Baraboo Transit Service 1st Qtr. Financial Statements
June, 2020 Building Inspection, Airport
- **Minutes from the Following Meetings:**
Copies of these meeting minutes are included in your packet:
Finance.....6-9-2020
Copies of these meeting minutes are on file in the Clerk's office: None
- **Petitions and Correspondence Being Referred:** Provided as information only: Letters from:
LSC Communications
Spectra Food Services & Hospitality
Citizen

17. **ADJOURNMENT** (*Voice Vote*)

Brenda Zeman, City Clerk

For more information about the City of Baraboo, visit our website at www.cityofbaraboo.com

July 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12	13	14	15	16	17	18
	*Park & Rec	*Finance *Council	*BID	*UW Campus		
19	20	21	22	23	24	25
	*SCDC *PFC	*Plan *Library		*Emergency Mgmt		
26	27	28	29	30	31	1
	*Public Safety	*Finance *Council	*Ambulance	*Public Arts		

PLEASE TAKE NOTICE - Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format should contact the City Clerk at 101 South Blvd., Baraboo WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

Agenda jointly prepared by D. Munz and B. Zeman

Agenda posted on 07/10/2020

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, June 23, 2020 – 7:00 p.m.**

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Plautz, Kent, Petty, Ellington, Sloan, Kierzek, Thurow

Council Members Absent:

Others Present: Chief Schauf, Adm. Downing, Atty. Truman, Treasurer Laux, C. Haggard, T. Pinion, K. Stieve, Tim Lawther, Dawn Gunderson, members of the press and others.

The Pledge of Allegiance was given.

Moved by Kolb, seconded by Petty and carried unanimously to approve the minutes of June 9, 2020.

Moved by Kent, seconded by Kolb and carried unanimously to approve the agenda.

Compliance with the Open Meeting Law was noted.

PRESENTATIONS

- Update from Sauk County Health Department.
- Update from Fire Chief Kevin Stieve regarding our Emergency Operations.

PUBLIC HEARINGS - The Mayor announced that this is the published date and time to hear public comment concerning the

- General Development Plan for Three Amigos Property Management, LLC as a Planned Unit Development (PUD) to construct multi-family residential complex on the 1.6 acre site at 325 Lynn Street, in a B-1 Central Business zoning district;

No one spoke and the Mayor closed the public hearing

- General Development Plan for Al Ringling Brewing Company, Inc. to allow an outdoor beer garden with a decorative fence less than 6 feet in height in a B-1 Central Business zoning district for the property located at 623 Broadway, on the southwest corner of 5th Avenue and Broadway.

No one spoke and the Mayor closed the public hearing

PUBLIC INVITED TO SPEAK

Doug Mering, 1605 Keith St, Baraboo: He is speaking in favor of the vaping ordinance that is on tonight's agenda. 13% of middle school students said they have vaped in the last 30 days, 24% of high school students have vaped in the last 30 days. It is highly addictive and a very serious problem among youths.

Tara Noye, 251 5th St, Reedsburg with South Central Alliance for Tobacco Prevention: July is the 10 year anniversary of when we transitioned into a smoke-free state. This ordinance allows us to include e-cigarettes, which were not an issue 10 years ago. Laws that deal with e-cigarettes differently than the conventional cigarettes are very confusing to our youth; to say that these products have similar health effects for them but are treated differently by the law is contradictory. E-cigarettes are not safe for youth and second hand exposure for aerosol is not the clean air that we fought hard for in Wisconsin.

Lindsay Patterson, 925 W. Carroll St, Portage: Our youth know that cigarette smoking is harmful but they don't realize that the same applies to vaping. 55% of Baraboo High School students have reported ever trying vaping. E-cigarette aerosol is not harmless, it can contain harmful and potentially harmful constituents including nicotine. Nicotine exposure during adolescence can cause addiction and can also harm the development of the adolescent brain. The e-cigarette aerosol is made up of a high concentration of ultra-fine particles and that particle concentration is actually higher than in

conventional tobacco cigarette smoke. Exposure to these ultra-fine particles can lead to respiratory ailments, such as asthma, and can constrict arteries which can trigger a heart attack in some folks. These products should be held to the same clean air standards as conventional cigarettes.

MAYOR'S BUSINESS

- The Mayor read the 2020 Park & Recreation Month Proclamation.
- The Festival Foods Fireworks will take place in Baraboo on July 4th starting at 9:45pm
- Goal Setting will be included on the July 14th Council Agenda as Committee of the Whole

CONSENT AGENDA

Resolution No. 20-45

THAT the Accounts Payable, in the amount of \$730,778.93 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Resolution No. 20-46

THAT, Andrew Adams be appointed to the Baraboo Improvement District (BID) Board to fill the unexpired term of Nicole Marklein serving until April 30, 2021.

Resolution No. 20-47

THAT, Lynn Harthorne be appointed to the Baraboo Library Board serving until June 30, 2023.

THAT, Bekah Stelling and Forrest Hartmann will be reappointed to the Baraboo Library Board serving until June 30, 2023.

Moved by Petty, seconded by Kolb and carried that the Consent Agenda be approved-9 ayes.

NEW BUSINESS - RESOLUTIONS

Resolution No. 20-48

RESOLUTION AWARDING THE SALE OF \$2,645,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2020A

WHEREAS, on May 12, 2020, the Common Council of the City of Baraboo, Sauk County, Wisconsin (the "City") adopted initial resolutions (collectively, the "Initial Resolutions") authorizing the issuance of general obligation bonds for the following public purposes and in the following not to exceed amounts: \$1,550,000 for street improvement projects and \$1,140,000 for the construction of an engine house (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purposes;

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolutions, the City Clerk caused a notice to electors to be published in the Baraboo News Republic, stating the purpose and maximum principal amount of the bond issues authorized by the Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Initial

Resolutions;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, on May 12, 2020, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2020A" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on June 23, 2020;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on June 23, 2020;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$2,645,000 for the following purposes and in the following amounts: \$1,525,000 for street improvement projects and \$1,120,000 for construction of an engine house.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal

sum of TWO MILLION SIX HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$2,645,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2020A"; shall be issued in the aggregate principal amount of \$2,645,000; shall be dated July 16, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on February 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on February 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

cA) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2039 for the payments due in the years 2021 through 2040 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the

collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2020A, dated July 16, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service

Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above)

shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds., Closing., Professional Services. The Bonds shall be

issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser

upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the

Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on

investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Moved by Wedekind, seconded by Petty and carried that **Resolution No. 20-48** be approved-9 ayes.

Resolution No. 20-49

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the City Clerk be authorized to issue the following Liquor Licenses:

CLASS "A" FERMENTED MALT BEVERAGE

Casey's General Store #1904, 801 S. Boulevard
Las Milpas LLC, 603 8th Avenue

CLASS "B" FERMENTED MALT BEVERAGE

Driftless Glen Distillery, 300 Water Street
Jose's Mexican Bakery, 325 South Blvd, Unit 2
Sauk County Agricultural Society, 700 Washington

CLASS "A" OFF PREMISE LIQUOR CONSUMPTION/ON PREMISE WINE SAMPLES

Bekah Kate's, 117 3rd St.

"CLASS A" COMBINATION LIQUOR AND FERMENTED MALT BEVERAGE

Barabrew Liquor, 503 South Boulevard
Pierce's Express Market, 935 8th St.
Get N Go, 325 South Blvd.
Kwik Trip #657, 604 8th Street
Kwik Trip #855, 1330 South Boulevard
Turner BP, 413 State Hwy 136
United Cooperative, 516 Ash St.
Wal-Mart #1396, 920 Hwy 12

CLASS "B" FERMENTED MALT BEVERAGE AND "CLASS C" WINE

Al Ringling Theatre, 136 4th Ave.
Broadway Diner, 304 Broadway St.
Four Star Family Restaurant, 1011 8th St.
Ringling House B&B, 201 8th St.
The Log Cabin Restaurant and Bakery, 1215 8th St.

"CLASS B" COMBINATION LIQUOR AND FERMENTED MALT BEVERAGE

Baraboo Arts, 202 East St.

Baraboo Burger Company, 116 4th Ave.

Baraboo Elks Club #688, 401 Oak St.

Downtowner Bar & Grill, 130 3rd St.

Bumps Bar, 109 Walnut St.

Fore Seasons Restaurant, 401 Mine Road

Brothers on Oak, 412 Oak Street

Jose's Authentic Mexican Restaurant, 825 8th St.

Old Baraboo Inn, 135 Walnut St.

Peking Buffet, 1204 8th St.

Poor Richards Bar, 411 Oak St.

Quindt's Towne Lounge Restaurant & Eating House., 441 South Blvd.

Gem City Saloon, 124 Ash St.

Square Tavern, 124 4th Ave.

Thunderbird Lanes, 1117 8th Street

Little Village Café, 146 4th Ave.

Zach's Bar, 126 4th Street

"CLASS B" RESERVE COMBINATION LIQUOR AND FERMENTED MALT BEVERAGE

Al Ringling Brewing Co., 623 Broadway

Con Amici, 126 3rd St

"CLASS B" WINE ONLY

Von Klaus Tasting Haus, 133 Third Ave.

"CLASS B" WINE ONLY AND CLASS "B" FERMENTED MALT BEVERAGE

Balanced Rock Winery, 1065 Walnut Street

CLASS "C" WINE

Bekah Kate's, 117 3rd St.

Moved by Ellington, seconded by Kolb and carried that **Resolution No. 20-49** be approved-9 ayes.

Resolution No. 20-50

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, in December, 2019, a novel strain of coronavirus known as COVID-19 was detected, and COVID-19 has continued to spread throughout the world, including to the United States and the State of Wisconsin ("COVID-19 Pandemic"); and

WHEREAS, the federal government, state governments, and local governments are working together to contain the further spread of the disease and treat existing cases; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services declared a Public Health Emergency, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic, on March 12, 2020 the Governor of the State of Wisconsin declared a Health Emergency in the State, and on March 17, 2020, Sauk County (the "County") declared a state of emergency under authority granted by Wis. Stats. Chap. 323; and

WHEREAS, the federal government has enacted various laws and regulations in response to the COVID-19 Pandemic including, without limitation, the Families First Coronavirus Response Act and the Coronavirus Aid, Relief, and Economic Security Act; and

WHEREAS, because of the COVID-19 Pandemic, on March 24, 2020, Secretary-designee Andrea Palm of the Wisconsin Department of Health Services issued Emergency Order #12, Safer at Home Order (“Safer at Home Order”) requiring that everyone in Wisconsin stay at their home or place of residence except in limited circumstances until April 24, 2020; and

WHEREAS, on April 16, 2020, Secretary-designee Palm extended the Safer at Home Order, with certain modifications, to May 26, 2020, pursuant to Emergency Order #28; and

WHEREAS, the federal, state, local and individual responses to the COVID-19 Pandemic and the uncertainty as to the effectiveness of those responses in mitigating the duration of the COVID-19 Pandemic have created economic hardship and uncertainty for the City of Baraboo business community, households throughout the municipality and for every property taxpayer; and

WHEREAS, prominent economists have predicted record level unemployment rates for the coming months and this prediction suggests that City of Baraboo residents will also experience record level unemployment rates in the coming months, and an unprecedented number of businesses and employers throughout the State and in the County have been required to suspend operations; and

WHEREAS, in response to the COVID-19 Pandemic, the various federal laws and regulations implemented as a result of the COVID-19 Pandemic, and the various emergency orders and regulations implemented by state and local governments, on April 15, 2020, the Wisconsin Legislature enacted 2019 Wisconsin Act 185 (“Act 185”), which Governor Evers signed on April 16, 2020; and

WHEREAS, Section 105(25) of Act 185 authorizes, among other things, the County to adopt a resolution enabling taxation districts in the County to waive interest and penalties on 2020 property tax installment payments due and payable after April 1, 2020, until October 1, 2020; and

WHEREAS, a resolution authorizing the above referenced waiver must also establish criteria for determining hardship that would qualify a property tax payer for the waiver; and

WHEREAS, the County’s authorization for a taxation district to implement the above referenced waiver is contingent upon a taxation district adopting a resolution in similar form and content as to the County’s resolution; and

WHEREAS, the County has adopted a resolution authorizing taxation districts in the County to implement the above-referenced waiver; and

WHEREAS, the City of Baraboo desires to waive interest and penalties on 2020 property tax installment payments due and payable after April 1, 2020, until October 1, 2020

WHEREAS, pursuant to Section 105(25) of Act 185, this Resolution is intended to waive interest and penalties on installment payments of property taxes due and payable after April 1, 2020, in a manner consistent with Act 185 and declare that all property taxpayers in the City of Baraboo are experiencing hardship as a result of the economic conditions associated with the COVID-19 Pandemic, the various federal laws and regulations implemented as a result of the COVID-19 Pandemic, the various emergency orders and regulations implemented by state and local governments, and Act 185; and

WHEREAS, while the plain language of Section 105(25) of Act 185 allows for either a general or a “case-by-case” finding of hardship to qualify for the above referenced waiver of interest and penalties, the County has only authorized a taxation district to waive interest and penalties for all property taxpayers in the County otherwise eligible for waiver under Section 105(25) of Act 185 on a finding of general hardship based upon the economic conditions described in this Resolution, which the City of Baraboo Common Council determines has adversely affected all taxpayers in the City of Baraboo; and

NOW THEREFORE BE IT RESOLVED that pursuant to Section 105(25) of Act 185, the Baraboo Common Council hereby finds and authorizes the following:

1. Because of the COVID-19 Pandemic, the various federal laws and regulations implemented as a result of the COVID-19 Pandemic, the various emergency orders and regulations implemented by state and local governments, and Act 185, the Baraboo Common Council finds that all City property taxpayers are experiencing hardship as that term is used in Section 105(25) of Act 185.
2. The City of Baraboo hereby waives interest and penalties for property taxes payable in 2020 for an installment payment that is due and payable after April 1, 2020. This Resolution waives interest and penalties as provided in Section 105(25) of Act 185 for all property taxpayers in the City of Baraboo such that the waiver is available to all property taxpayers in the City of Baraboo. Notwithstanding the foregoing, nothing in this Resolution waives interest and penalties for property taxes payable in 2020 for an installment payment that was due and payable prior to April 1, 2020, except as otherwise permitted under applicable law.
3. The County has confirmed that upon adoption of this Resolution, the County will settle in full with the City of Baraboo on August 20, 2020, as provided under Wis. Stat. § 74.29(1).
4. City of Baraboo officers are authorized and directed to assist the County in the interpretation, application and implementation of this Resolution and Section 105(25) of Act 185.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Baraboo Common Council and other appropriate public officers and agents of the City of Baraboo with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Moved by Sloan, seconded by Wedekind and carried that **Resolution No. 20-50** be approved-9 ayes.

Resolution No. 20-51

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the City accept the proposal from Tyler Technologies for the 2021 revaluation services;
and

That the City Administrator and City Clerk be authorized to execute the corresponding Agreement with Tyler Technologies on behalf of the City.

Moved by Wedekind, seconded by Kolb and carried that **Resolution No. 20-51** be approved-9 ayes.

NEW BUSINESS - ORDINANCES

Moved by Ellington, seconded by Thurow and carried unanimously to approve the 1st reading of **Ordinance No. 2551** amending §9.21 of the Baraboo Municipal Code to prohibit vaping within the City limits where smoking is prohibited.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN
AS FOLLOWS:

1. Section 9.21, Tobacco Use, of the Baraboo Municipal Code is amended as follows:

9.21 SMOKING, VAPING, NICOTINE AND TOBACCO USE REGULATED.
(1665 11/92 See §134.65 Wis. Stats., 2428, 02/24/2015)

- (1) **STATE SMOKING BAN ADOPTED.** The City hereby adopts by reference the provisions of §101.123, Wis. Stats., “Smoking prohibited,” pertaining to the statewide smoking ban.
- (2) **VAPING PROHIBITED.** Vaping is prohibited in all areas located within the City limits where smoking is prohibited by the provisions of §101.123, Wis. Stats.
- (3) **ADDITIONAL LOCAL PROHIBITIONS.**
 - (a) There shall be no smoking, vaping or use of any tobacco-containing product upon the property of or in any building or structure of the University of Wisconsin Baraboo/Sauk County.
 - (b) There shall be no smoking, vaping or use of any tobacco-containing product in any City owned or leased building, including in an entrance to a City owned or leased building.
 - (c) Regulations for children under the age of 18:
 - i. No child may do any of the following:
 - (a) Buy or attempt to buy any cigarette, **electronic delivery device**, tobacco **product or nicotine** product.
 - (b) Falsely represent his or her age for the purpose of receiving any cigarette, **electronic delivery device**, tobacco product or nicotine product.
 - (c) Possess any cigarette, **electronic delivery device**, tobacco **product** or nicotine product.
 - (ii) A child may purchase or possess cigarettes, **electronic delivery devices**, tobacco products, or nicotine products for the sole purpose of resale in the course of employment during his or her working hours if employed by a retailer licensed under §134.65(1) Wis. Stats.
 - (4) A law enforcement officer shall seize any cigarette, **electronic delivery device**, tobacco product, or nicotine product involved in any violation of **this** section committed in his or her presence. (1665 11/92) **Seized items shall be held or disposed of per the current policy of the police department.**
 - (5) No person may procure for, sell, dispense, furnish or give away any cigarette, **electronic delivery device**, ~~or~~ tobacco products or nicotine product to a child. (1796 03/28/95)
 - (d) See also § 19.03(12), of this Code.

(3) DEFINITIONS.

(a) The following definitions shall apply to this Section instead of the definitions found in §101.123, Wis. Stat.:

- i. “*Enclosed place*” means all space between a floor and a ceiling that is bounded by walls, doors, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. An 0.011 gauge screen with an 18 by 16 mesh count is not a wall.
- ii. “*Smoking*” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product intended for inhalation, including marijuana, whether natural or synthetic, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

(b) The following definitions shall apply to this Section in addition to the definitions found in §101.123, Wis. Stat.:

- i. “*Electronic delivery device*” means any product containing, delivering or capable of containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol, mist, or vapor from the product. The term includes, but is not limited to, devices manufactured, distributed, marketed, or sold as electronic cigarettes or cigars, electronic pipes, personal vaporizers, electronic nicotine delivery systems, vape pens, and electronic hookahs.
- ii. “*Vaping*” means the use of an electronic delivery device.

(4) INSPECTION AND ENFORCEMENT. The Police Department shall have the power to enter any premises subject to the smoking ban under state law to ascertain whether the premises are in compliance with this section and take appropriate enforcement action pursuant to this section.

2. Section 9.21A, “Smoking or use of Tobacco Products Prohibited on the University of Wisconsin Baraboo/Sauk County Property,” of this Code is repealed upon the passage of this ordinance as the language has been fully incorporated into the revised §9.21 of the Code.
3. Section 9.21B, “Smoking, Vaping and the use of Tobacco Products Prohibited in City Buildings,” of the Code is repealed upon passage of this ordinance as the language has been fully incorporated into the revised §9.21 of the Code.

4. The incorporation of §101.123, Wis. Stat., within §9.01 of the Code is repealed upon the passage of this ordinance, as the incorporation of §101.123, Wis. Stat., will now be contained in the revised §9.21 of the Code.
5. The amended ordinance and Policy shall take effect upon passage and publication as provided by law.

Moved by Wedekind, seconded by Kolb and carried unanimously to approve the 1st reading of **Ordinance No. 2552** approving the General Development Plan for Three Amigos Property Management, LLC as a Planned Unit Development (PUD) to construct multi-family residential complex on the 1.6 acre site at 325 Lynn Street, in a B-1 Central Business zoning district.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DOES ORDAIN AS FOLLOWS:

1. Section 17.18(4)(d), Code of Ordinances, is amended as follows:

17.18 ESTABLISHMENT OF DISTRICTS AND INCORPORATION OF ZONING DISTRICT MAP

(4) DISTRICT BOUNDARIES AND MAP AMENDMENTS.

(d) Planned Unit Developments. The following Planned Unit Development is approved and incorporated into the zoning map: 2020-01.

2. The attached General Development Plan/Specific Implementation Plan is approved as Planned Unit Development 2020-01.
3. This Ordinance shall take effect upon passage and publication as provided by law and have an effective date commensurate with the sale of said property.

Moved by Thurow, seconded by Kolb and carried unanimously to approve the 1st reading of **Ordinance No. 2553** approving the General Development Plan for Al Ringling Brewing Company, Inc. to allow an outdoor beer garden with a decorative fence less than 6 feet in height in a B-1 Central Business zoning district for the property located at 623 Broadway, on the southwest corner of 5th Avenue and Broadway.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

2. Section 17.18(4)(d), Code of Ordinances, is amended as follows:

17.18 ESTABLISHMENT OF DISTRICTS AND INCORPORATION OF ZONING DISTRICT MAP

(4) DISTRICT BOUNDARIES AND MAP AMENDMENTS.

(d) Planned Unit Developments. The following Planned Unit Developments are approved and incorporated into the zoning map: 2020-02.

3. The attached General Development Plan / Specific Implementation Plan is approved as Planned Unit Development 2020-02.
4. This Ordinance shall take effect upon passage and publication as provided by law.

ADMINISTRATOR AND COUNCIL COMMENTS

Adm. Downing gave an update on the Small Loan Program and noted that City Offices will be closed on Friday, July 3rd in observance of the Fourth of July Holiday.

REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

- **Reports:** May, 2020 – Fire Dept., Treasurer
- **Minutes from the Following Meetings:**

Finance/Personnel Committee–Dennis Thurow Committee Room, #205

June 9, 2020

Members Present: Petty, Sloan, Kent

Absent:

Others Present: Mayor Palm, Adm. Downing, Atty. Truman, B. Zeman, M. Schauf, P. Cannon, M. Hardy, C. Haggard, T. Pinion

Call to Order –Ald. Petty called the meeting to order at 6:15p.m. noting compliance with the Open Meeting Law.

Moved by Sloan, seconded by Kent to approve the minutes of May 26, 2020 and carried unanimously. Moved by Sloan, seconded by Kent to approve the agenda and carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Sloan, seconded by Kent to recommend to Council for approval of the accounts payable for **\$623,009.53**. Motion carried unanimously.
- b) **Swimming Pool** – M. Hardy advised the Committee that the Parks Commission reaffirmed their decision to keep the pool closed for this summer. According to Finance Director C. Haggard, the pool would have about \$30,000 available because the pool is not opening. The Parks Commission is requesting to use these funds to address some capital improvements. Ald. Kent questioned how they would prioritize the use of this money. M. Hardy explained that the Parks Commission will review the improvements list from the Pool Feasibility Study. Obviously the funding will not cover the complaint of accessibility into the main pool; however, one of the other big complaints is the locker rooms and there are a number of issues with the locker rooms including the flooring, pooling of the shower water, no ventilation, etc. that could be looked at with these available funds. Another thing they might look at is expanding the deck. Due to our limited deck space, it did not allow for social distancing. Ald. Kent questioned if painting the pool will still be considered. M. Hardy noted that this is still on the list for the Commission to review and with the pool closed, this would allow for ample time for the paint to dry. The only downside to this is that citizens are expecting more repairs to the pool, not maintenance. Ald. Kent feels it would be more fiscally responsible to use this extra money for the painting this year and not have to budget for this next year. Other improvements can be done over the winter months and not interfere with the opening of the pool. Moved by Sloan, seconded by Kent to recommend to Council for approval. Motion carried unanimously.
- c) **Patek Hospitality Hotel Study** – P. Cannon explained that the City has been approached by two different Midwest chain hotels to look at Baraboo for a potential site for a new hotel. The Hotel Study is something that will be required. P. Cannon confirms that the City will own the study and therefore both hotels would use the same study. Moved by Sloan, seconded by Kent to recommend to Council for approval. Motion carried unanimously.
- d) **Council In-Person Meetings** – Adm. Downing noted that the Council voted to continue virtual meetings for 60 days. The City feels they have a good handle on being able to manage in person meetings and is requesting this be rescinded effective June 10, 2020. Moved by Sloan, seconded by Kent to recommend to Council for approval. Motion carried unanimously.

Information Items – None.

Adjournment – Moved by Sloan, seconded by Kent and carried to adjourn at 6:35pm.

Board of Review**Council Chambers****June 3, 2020**

Present: Mayor Palm, T. Kolb, P. Wedekind, J. Kent, B. Zeman

Absent:

Also Present: Michael Weymier of Tyler Technologies, Atty. Truman, J. Atkinson, K. Downing

Mayor Palm called the meeting to order at 1:00 p.m. noting compliance with the open meeting law.

Select Chairperson:

Moved by Wedekind, seconded by Kolb that Mayor Palm be nominated as Chairperson. The Mayor called for other nominations and none were offered. Motion by Kent, seconded by Kolb to close nominations and appoint Mayor Palm as Chairperson. Motion carried unanimously.

Select Vice Chairperson:

Moved by Palm, seconded by Kolb that Phil Wedekind be nominated as Vice Chairperson. The Mayor called for other nominations and none were offered. Motion by Kent, seconded by Kolb to close nominations and appoint Phil Wedekind as Vice Chair. Motion carried unanimously.

Mandatory training:

The following members have met the mandatory training as follows: Palm and Kent on 05-07-2020, Zeman on 03-12-2020, and Atkinson on 04-11-2019.

Procedures of Operation

Mayor Palm reviewed the procedures for the Board. The Assessment Roll was open for public inspection on May 22, 2020 in the Clerk's and Assessor's Office and on the City of Baraboo's website. Open Book was held on May 22, 2020 by appointment at the Assessor's office. Notice of the Board of Review was posted at the Municipal Building, on the City of Baraboo's website, and published at least 15 days prior to the June 3rd meeting.

Objections Filed

Two cases had been filed prior to the statutory deadline and two cases had given notice within two hrs of the deadline. Three of these four cases have withdrawn their objection and no longer wish to appear at Board of Review.

Due to the fact that the Assessment Roll is not complete at this time, a Motion by Kolb, seconded by Wedekind to adjourn until Friday, June 5, 2020 at 1:00pm. Motion carried unanimously.

Board of Review**Council Chambers****June 5, 2020**

Present: Mayor Palm, T. Kolb, P. Wedekind, J. Kent, B. Zeman

Absent:

Also Present: Michael Weymier of Tyler Technologies, Atty. Truman, J. Atkinson, K. Downing

Mayor Palm called the meeting to order at 1:00 p.m. noting compliance with the open meeting law.

Procedures of Operation

Mayor Palm reviewed the procedures for the Board. The Assessment Roll was open for public inspection on May 22, 2020 in the Clerk's and Assessor's Office and on the City of Baraboo's website. Open Book was held on May 22, 2020 by appointment at the Assessor's office. Notice of the Board of Review was posted at the Municipal Building, on the City of Baraboo's website, and published at least 15 days prior to the June 3rd meeting.

Objections Filed

Mayor Palm reported that two cases had been filed prior to the statutory deadline and two cases had given notice within two hrs of the deadline. Three of these four cases have withdrawn their objection and no longer wish to appear at Board of Review.

Chair Palm called the first objection:

Case #1 – Wal-Mart, 920 US Hwy 12, Baraboo WI 53913, \$9,483,100

The agent for Wal-Mart has completed a "Request for Waiver of Board of Review (BOR) Hearing". Motion by Kolb, seconded by Palm to accept the waiver from Wal-Mart. Motion carried unanimously.

Correction of 2019 Errors:

Assessor Weymier presented information on the Correction of Errors for 2019:

Real Prop Account 206-1133-20000, Joseph D. & Barbara M. Vodak Living Trust, original \$76,200, corrected to \$20,200.

Personal Prop Account 206-9137-30000, Greenwood Financial, LLC, original \$1,200, corrected to \$0.

Personal Prop Account 206-9431-00000, Secure Storage of Watertown, original \$173,000, corrected to \$0.

Personal Prop Account 206-9308-31000, Total Design LLC, original \$4,000, corrected to \$6,700.

Personal Prop Account 206-9308-30000, Total Design LLC, original \$6,700, corrected to \$0.

Personal Prop Account 206-9425-30000, Sage-Louise Holdings LLC, original \$7,800 corrected to \$0.

Moved by Kolb, seconded by Wedekind to approve the correction of the 2019 errors. Motion carried unanimously.

Annual Report

Assessor Weymier presented the 2019 Annual Assessment Report.

Moved by Palm, seconded by Kolb and carried unanimously that the Assessment roll is approved as amended by the determinations made by this Board of Review and that the Board adjourns at 3:01pm.

Minutes of the Public Safety Committee Meeting

June 8, 2020

Members Present: Phil Wedekind and Tom Kolb, and Mike Plautz. **Others Present:** Kennie Downing, Mike Palm, Mark Schauf, Kevin Stieve, Emily Truman, Tom Pinion, Wade Peterson, Tony Gilman, and Kris Jackson.

Call to Order - Committee Chairman Phil Wedekind called the meeting to order at 1:00 P.M. at Baraboo City Service Center. Compliance with the Open Meeting Law was noted. It was moved by Kolb, seconded by Plautz to approve the agenda as posted. Motion carried unanimously. It was moved by Kolb, seconded by Plautz to approve the minutes of the April 13, 2020 meeting. Motion carried unanimously.

New Business

- a. **Discussion and possible recommendation to Common Council to adopt an Ordinance prohibiting vaping in all locations where smoking is currently prohibited in the City of Baraboo** – Mayor Palm said earlier this year there was an initiative that was put on by SSM Health talking about vaping and what it is doing to our youth in particular. He said it was talking about the idea of adjoining municipalities taking a stronger position on vaping than perhaps the City was, yet smoking is not allowed in any City parks or City buildings. He said the question that came up, as part of the symposium was if the City would consider prohibiting vaping in any circumstance that smoking would be prohibited. He said that both smoking and vaping are a delivery system for nicotine. He did say that this is harder to police because the vapor is gone. Chief Schauf he has worked with the City Attorney to try to put language in the ordinance that would make it a little easier to police. He said that it is very difficult for the department in a municipal ordinance violation to be able to regulate this as tight as traditional smoking. He said that there is not the smell with vaping. It was moved by Kolb, seconded by Plautz to send the draft Ordinance to the Council with a positive recommendation. Motion carried unanimously.
- b. **Consider Proposed Amendment to existing License Agreement with US Cellular for the CTH A Water Tower Site** – Peterson presented background to Committee. He said US is looking to upgrade equipment on the tower. He said they have a structural plan of what they have proposed, and the City has had a third party structural team look at the proposal. He said that an agreement has been made with changes to the language and a small monetary increase to the annual monies received from them. It was moved by Kolb, seconded by Plautz to approve the proposed amendment to the License Agreement with U.S. Cellular for the CTH A Water Tower Site. Motion carried unanimously.
- c. **Review and recommend approval of the WWTP's 2019 Compliance Maintenance Annual Report** – Peterson said as usual the Department received many great grades; however, this year a C was received in bio solids. He praised his employees for a great job done. It was moved by Plautz, seconded by Kolb to approve the WWTP's 2019 Compliance maintenance Annual Report as presented. Motion carried unanimously.
- d. **Consider including new Street Lights as part of the WDOT's STH 33 (8th St/Ave) Reconstruction Project** – Pinion said STH 33 is slated to be reconstructed in 2024. He said they are 30% in the planning design, and now is the time for input as to whether the City would like to put in new streetlights as part of this project. He said there are several options, try to match the lights on South Blvd., the type Alliant puts in which are wood poles and their fixtures and the City would rent them, or we could put up City owned lights. He said that the only City owned lights currently are the downtown historic lights, the red light posts on the former Highway 12 from the Baraboo River Bridge, south to Menards, and South Blvd. He said the poles on South Blvd. and former Highway 12 are poles that are more decorative. He said if the City went with the standard DOT, aluminum poles with the trombone arms and LED fixtures, the State would split the cost 50/50. He said the preliminary cost estimate is \$600,000. Pinion said if the City would prefer decorative lighting, similar to the lights on South Blvd., the DOT would only contribute 50% of what standard street lights cost and the City would be responsible for the balance. He said that Alliant only offers two types of poles, wood or concrete. Pinion said the difference comes down to financing. He said if the City is interested in a bit more curb appeal, especially on that corridor, he feels that the aluminum poles are a lot better than the wood or concrete poles that Alliant offers. Kolb asked if the cable would be underground. Pinion said it

would be the City-owned cable connecting these streetlights. He said he could not guarantee that adding new streetlights would force those existing overhead utilities underground. Plautz moved, Kolb seconded to proceed with the DOT standard aluminum poles with LED lights included in the STH 33 reconstruction project. Motion carried unanimously.

- e. STH 33 Preliminary Resolution Declaring Intent to Levy Special Assessments for Sanitary Sewer Lateral Replacement in the right-of-way as part of the WDOT's STH 33 Reconstruction Project – Pinion said this is part of the STH 33 Reconstruction Project to avoid having to dig up the road in the near future after construction. He said the City is considering lining some sections of sewer and replacing others. He said that the laterals are the property owners responsibility and normally would not replace those, and if they were replaced the cost would be assessed to the owner. He said what is being considered since the contractor will be there and the road would be removed, it is the opportune time, both economically and physically to replace the laterals within the right-of-way to help preserve the integrity of the roadway. He said that the work needs to be confined to the right-of-way to avoid incurring another \$300,000 to \$400,000 in real estate costs. He said the City would give people two to three years notice that the expense is coming and provide an estimate of what it will cost and let them plan for that, but we would like to include that as part of the DOT project. He said that Peterson has some costs that he put together preliminary from a recent project elsewhere in Wisconsin that did the same thing. Peterson said that Stoddard just started a DOT project and their numbers for sanitary sewer lateral replacement was approximately \$1200 per property. He said that he checked with West Baraboo, they had a water main break by Culver's a month ago, and that repair was \$17,000. Therefore, if we do not do this and an owner's lateral would fail, they could easily be looking at a \$10,000 bill to do their repair. Kolb as the age of the laterals, Peterson said that 75% of them are 80 years plus. Kolb moved, Plautz seconded to move forward with the STH 33 Preliminary Resolution Declaring Intent to Levy Special Assessments for Sanitary Sewer Lateral Replacement in the right-of-way as part of the WDOT's STH 33 Reconstruction Project. Motion carried unanimously.
- f. Review and approval of monthly Billing Adjustment/Credits for Sewer and Water Customers for April and May 2020 – Peterson presented the Adjustments/Credits. Kolb moved, Plautz seconded to approve the monthly Billing Adjustment/Credits for Sewer and Water Customers for April and May 2020 as presented. Motion carried unanimously.

Reports

- a. Utility Superintendent's Report
- i. Staffing updates – Peterson said that the billing technician position has been filled and the new person starts next week. He said that Bill Clary joined us to fill the water position. He came over from the Village of West Baraboo.
 - ii. Project updates – Peterson said that the river project ran into some issues, but now is complete, except for some landscaping. He said the Oak Street Booster Station has started; however, some of the electrical equipment has been delayed due to COVID19. He said the department is continuing to do a few smaller lead services. He said Mound Street would soak up the remainder of the funds available. He said there is a rumor that will be some more funds available in 2021 and he will apply with the State this fall. He said that sewer jetting is going very well. He said the contractor for slip-lining sewers has already been here and completed their project. He said that about 2,500' of sewer mains were slip-lined in the Victory Heights subdivision. Peterson said bio solids spreading went great. He said the department is down on water production due to Covid-19. LSC Communications has filed for Chapter 11 and has not paid their first quarter bill (roughly \$90,000). He said there is also one larger apartment complex that has not paid their first quarter bill. He said that PSC has suspended all late fees and disconnections due to COVID19; therefore, year-to-date the Utility is down \$28,343,000 gallons or 12% in water production. He has seen LSC usage start to increase.
- b. Street Superintendent's Report
- i. Staffing updates – No new staffing to report.
 - ii. Equipment Updates - Gilman said that the Air Curtin Destructor was sold to a contractor up in St. Germain area for \$35,500.
 - iii. Monthly Report on Public Works Department activities – Gilman said that the activities report in the packet and he does not want to be redundant.
 - iv. Project updates – Gilman said the department has some intersection work coming up on Elizabeth and 10th will be replaced, some repairs on 8th Street will be done, 2nd Avenue and Morre, and Russell and Badger.
- c. Police Chief's Report
- i. Staffing Updates – Schauf said that there is one officer in field training, coming from the Sun Prairie area. He said there are two vacancies, one investigator, and one patrol position. He said that with school

being out the department was able to use the school resource officers in patrol positions. He said the Department is currently running a hiring process.

- ii. Case/Response Update – Schauf said that the department is seeing an increase in mental case investigations and committals. Schauf said that the department continues to do all their COVID responses, as far as sanitizing cars, social distancing, and officers are still taking their temperatures before the start of their shift, and staying healthy. He said three members of the Department participated with the Sauk County Emergency Response Team in Madison. He said those officers had specialized federal training in crowd control.

d. Fire Chief's Report

- i. Update on Implementation of Fire Department Operations Study Recommendations – Stieve said that during the COVID19 some policies and procedures were released. He said that an agenda item on the Council is one of those recommendations as far as working with EMS.
- ii. Update on proposed Fire Department Remodeling project – He said he is working with some architects to get some plans in place.
- iii. Staffing Updates – Stieve said there was one resignation at the end of May due to moving out of the area. He said the department has to do heavy duty recruiting through this special time we are in. He said that they resumed their training face-to-face last Monday night. He said they try to social distance; however, sometimes it does not work out that way.

AJOURNMENT – It was moved by Kolb, seconded by Plautz to adjourn at 1:45 p.m. Motion carried.

BID Business Development Meeting Minutes

Date: 6-3-2020

Location: City Hall, Room 205

Members in Attendance: N. Marklein Bacher, T. Sloan, K Downing, S. Sloan, S. Fay, M. Yount

Presentation: Lacey Steffes of Impact Marketing

The meeting was called to order at 12:30pm and noted compliance with the open meeting law

A motion to amend the minutes to eliminate Heather Kierzek from the attendance recipient's list and add Mike Yount and Scott Sloan was made and approved

A motion was made by S. Sloan, seconded by Fay and unanimously carried to adopt the agenda

Discussion:

Topic: Action regarding programming and other support measures for BID members and possible actions regarding other committee initiatives

Discussion: The discussion was led by Marklein Bacher in regards to how to support our BID members during the pandemic. Ideas presented were contacting Carla Minski from **Armadillo Marketing** for ideas on how to effectively market our area. Messaging has changed from the mindset "hooray we are open"! to "shop safe and secure" a softer and subtle approach.

Presentation:

A presentation by Lacey Steffes of **Impact Marketing** guided us on workshops we could present to our BID members. Suggested ones were social media marketing, seminars geared towards the service industry and a presentation by Ed White. Store staging was also discussed. Impact Marketing will submit a proposal to have Lacey coordinate the classes. Ed White would be contacted by a BID board member

Findings: Another meeting will be scheduled when the proposal from Impact Marketing is received

A motion to adjourn was made by S. Sloan and seconded by Fay at 1:07pm

BID Promotions/Personnel Committee Meeting

June 9, 2020

Members Present: T. Wickus, B. Stelling, S. Fay

Member Absent: S. Brunker

Call to Order: Chairman Wickus presided over the meeting, called it to order at 9:00 A.M., and noted compliance with the Open Meeting Law.

Minutes: Moved by, Stelling seconded by Fay, and unanimously carried to approve the minutes of the February 21, 2020 meeting.

Agenda: Moved by Stelling seconded by Fay, and unanimously carried to approve the agenda as published.

Old Business: None

New Business: Moved by, Fay seconded by Stelling and unanimously carried to approve a social media campaign proposal form Impact Marketing consisting of 2-3 photos and content creation including bi-weekly Facebook Live videos for the Farmer's Market for 20 weeks at \$100.00 a week, total investment \$2,000.00

Adjournment: Moved by Stelling, seconded by Fay and unanimously carried to adjourn at 9:39 A.M.

Baraboo BID Meeting Minutes**6/17/20**

Present:

Members: Sloan, S., Marklein, Fay, Brunker, McDaniel, Wickus, Stelling

Others: Kennie Downing, Andrew Adams

Absent: Sloan, T., Yount

President Fay called the meeting to order at 5:41 p.m.

Approval of May 2020 minutes: Wickus/McDaniel

Adoption of Agenda: Wickus/McDaniel

President: None

Secretary: None

Treasurer: None

Appearances: Working on hanging baskets; Supply of dog waste bags have been refilled

Business Development: Hosting a series of development programs; the first was held on 6/11/20

Finance: None

Parking: Weeds have been sprayed

Promotions: Reviewed proposal for promoting Farmer's Market and opted not to accept proposal, but contracted for social media posts

Old Business

None

New Business

1. Approval of vouchers:

- | | | |
|----|---|----------|
| a. | Lorraine Ortner-Blake
Banner design (Promotions) | \$218.90 |
| b. | Stampers Greenhouse
Baskets (Appearances) | \$2,160 |
| c. | Amy Schertz
Summer Planters (Appearances) | \$686.23 |
| d. | Fred Moh

Farmer's Market (Promotions) | \$507.75 |
| e. | DBI
Face masks for Farmer's Market (Promotions) | \$105.94 |
| f. | Williams Lawn Care, LLC
Weeds (Parking) | \$675 |
| g. | Dog Waste Depot
Bags (Appearances) | \$50.80 |

\$4,404.62

Approved: Wickus/McDaniel

2. Reviewed BID financials and coding report
3. Discussed reimbursement for city administration fees. BID will provide suggestions for language and City Administrator Downie will bring a draft agreement.
4. Approved transfer of \$900 from reserves to Business Development. S. Sloan/McDaniel
5. Discussed BID Facebook page
6. Reviewed BID subcommittee information.
7. Tabled election of Secretary until next month.

Motion to adjourn 6:41 p.m. by Wickus/McDaniel.

Administrative Committee

June 18, 2020

Present: Alderpersons John Ellington, Heather Kierzek & Kathleen Thurow

Absent: None

Also Present: Mayor Palm, Finance Director, Cynthia Haggard; Police Chief, Mark Schauf (by phone); Police Lieutenant La Broschian; and City Clerk, Brenda Zeman.

Citizen Present: None

The meeting was called to order by Chairman John Ellington at 8:00AM CST., with roll call and noting compliance with the Open Meetings Law.

Upon the approval from the Committee, the minutes of June 1, 2020 were postponed to the July 6, 2020 meeting.

Motion by Kierzek to approve agenda, seconded by Thurow and unanimously carried.

Consider the 2020/2021 Liquor License Applications and recommendation to the Council

Class "A" Fermented Malt Beverage for establishments doing business as: Casey's General Store and Las Milpas

Motion to approve and move to council the Class "A" Fermented Malt Beverage by Kierzek, seconded by Thurow and unanimously carried.

Class "B" Fermented Malt Beverage for establishments doing business as: Driftless Glen Distillery, Jose's Mexican Bakery and Sauk County Agricultural Society.

Motion to approve and move to council the Class "B" Fermented Malt Beverage by Thurow, seconded by Kierzek and unanimously carried.

Class "A" Off Premise Liquor Consumption/on Premise Wine Samples for establishment doing business as: Bekah Kate's.

Motion to approve and move to council the Class "A" Off Premise Liquor Consumption/on Premise Wine Samples by Kierzek, seconded by Thurow and unanimously carried.

"Class A" Combo Liquor and Fermented Malt Beverage for establishments doing business as: Barabrew Liquor, Pierce's Express Market, Get N Go, Kwik Trip #657, Kwik Trip #855, Turner BP, United Cooperative and Wal-Mart.

Motion to approve and move to council the "Class A" Combo Liquor and Fermented Malt Beverage by Thurow, seconded by Kierzek and unanimously carried.

"Class B" Fermented Malt Beverage and "Class C" Wine for establishments doing business as: Al Ringling theatre, Four Star Family Restaurant, Broadway Diner, Ringling House and the Log Cabin Restaurant and Bakery.

Motion to approve and move to council the "Class B" Fermented Malt Beverage and "Class C" Wine by Kierzek, seconded by Thurow and unanimously carried.

“Class B” Combination Liquor and Fermented Malt Beverage for establishments doing business as: Baraboo Arts, Baraboo Elks Club, Baraboo Burger Company, Downtowner Bar & Grill, Bumps Bar, Four Seasons Restaurant, Brothers on Oak, Jose’s Authentic Mexican Restaurant, Old Baraboo Inn, Peking Buffet, Poor Richards Bar, Quindt’s Towne Lounge Restaurant & Eating House, Gem City Saloon, Square Tavern, Thunderbird Lanes, Little Village Café and Zach’s Bar.

Motion to approve and move to council the “Class B” Combination Liquor and Fermented Malt Beverage by Thurow, seconded by Kierzek and unanimously carried.

“Class B” Reserve Combination Liquor and Fermented Malt Beverage for establishments doing business as: Al Ringling Brewing Co., and Con Amici.

Motion to approve and move to council the “Class B” Reserve Combination Liquor and Fermented Malt Beverage by Kierzek, seconded by Thurow and unanimously carried.

“Class B” Wine Only for establishment doing business as: Von Klaus Tasting Haus.

Motion to approve and move to council the “Class B” Wine Only by Thurow, seconded by Kierzek and unanimously carried.

“Class B” Wine Only and Class “B” Fermented Malt Beverage for establishment doing business as: Balanced Rock Winery.

Motion to approve and move to council the “Class B” Wine Only and Class “B” Fermented Malt Beverage by Kierzek, seconded by Thurow and unanimously carried.

Class “C” Wine for establishment doing business as: Bekah Kate’s.

Motion to approve and move to council the Class “C” Wine by Kierzek, seconded by Thurow and unanimously carried.

Member comments

The next meeting will be Monday, July 6, 2020 at 8:00AM CST. Meeting location will be 101 South Boulevard.

Motion to adjourn by Thurow, seconded by Kierzek and unanimously carried. Meeting adjourned at 8:14AM CST.

- **Copies of these meeting minutes are on file in the Clerk’s office:**

Baraboo District Ambulance.....05-19-2020

UW Campus.....06-21-2020

Library.....04-27-2020

- **Petitions & Correspondence Being Referred:** None.

CLOSED SESSION

Moved by Wedekind, seconded by Ellington, to go into Closed Session. The Mayor will announce that the Council will go into Closed Session according to §19.85(1)(c), Wis. Stat., to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Council to consider 6-month performance evaluation of City Administrator Kennie Downing) – 9 ayes.

Council Members Present: Wedekind, Kolb, Plautz, Kent, Petty, Ellington, Sloan, Kierzek, Thurow

Council Members Absent:

Others Present: Mayor Palm, City Atty. Truman

OPEN SESSION

Moved by Kent, seconded by Thurow and carried on a unanimous roll call vote to return to Open Session as per WI Stats 19.85(2) to address any business that may be the result of deliberations made in Closed Session – 9 ayes.

ADJOURNMENT

Moved by Sloan, seconded by Wedekind, and carried unanimously that the meeting adjourn.

Brenda Zeman, City Clerk

Council Chambers, Municipal Building, Baraboo, Wisconsin
Thursday, June 25, 2020 – 7:00 p.m.

Mayor Palm called the special meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Plautz, Kent, Petty, Ellington, Sloan, Kierzek, Thurow

Council Members Absent:

Others Present: Chief Schauf, Clerk Zeman, Atty. Truman, members of the press and others.

The Pledge of Allegiance was given.

Moved by Wedekind, seconded by Kolb and carried unanimously to approve the agenda.

Compliance with the Open Meeting Law was noted.

PUBLIC INVITED TO SPEAK

COMMITTEE OF THE WHOLE

Moved by Ellington, seconded by Sloan to convene as a Committee of the Whole to discuss the 6-month performance evaluation of City Administrator Kennie Downing – 9 ayes.

CLOSED SESSION

Moved by Wedekind, seconded by Kent, to go into Closed Session. The Mayor will announce that the Council will go into Closed Session according to §19.85(1)(c), Wis. Stat., to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercising responsibility (council to consider 6-month performance evaluation of City Administrator Kennie Downing) – 9 ayes.

Council Members Present: Wedekind, Kolb, Plautz, Kent, Petty, Ellington, Sloan, Kierzek, Thurow
Council Members Absent:

Others Present: Mayor Palm, Atty. Truman

OPEN SESSION

Moved by Sloan, seconded by Kolb, to return to Open Session. The Mayor announces that the Council will return to Open Session as per §19.85(2), Wis. Stats., to address any business that may be the result of discussions conducted in Closed Session – 9 ayes.

Moved by Wedekind, seconded by Thurow to authorize the Mayor and Council President Petty to enter into negotiations with a qualified candidate to serve as Interim City Administrator – 9 ayes.

Moved by Kolb, seconded by Petty, to rise and report from Committee of the Whole and return to regular session – 9 ayes.

ADJOURNMENT

Moved by Kolb, seconded by Wedekind, and carried unanimously that the meeting adjourn.

Brenda Zeman, City Clerk

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, June 30, 2020 – 7:00 p.m.**

Mayor Palm called the special meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Petty, Ellington, Sloan, Kierzek, Thurow

Council Members Absent: Plautz, Kent

Others Present: Chief Schauf, Clerk Zeman, Atty. Truman, members of the press and others.

The Pledge of Allegiance was given.

Moved by Kolb, seconded by Petty and carried unanimously to approve the amended agenda.

Compliance with the Open Meeting Law was noted.

PUBLIC INVITED TO SPEAK

COMMITTEE OF THE WHOLE

Moved by Sloan, seconded by Kolb to convene as a Committee of the Whole to discuss the City Administrator position – 7 ayes.

CLOSED SESSION

Moved by Thurow, seconded by Petty, to go into Closed Session. The Mayor will announce that the Council will go into Closed Session according to §19.85(1)(e), Wis. Stat., deliberating or negotiating the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Council to deliberate (i) making an offer to a qualified candidate to serve as the interim City Administrator and (ii) obtaining services for finding a permanent City Administrator) – 7 ayes.

Council Members Present: Wedekind, Kolb, Petty, Ellington, Sloan, Kierzek, Thurow

Council Members Absent: Plautz, Kent

Others Present: Mayor Palm, Clerk Zeman, Atty. Truman

OPEN SESSION

Moved by Thurow, seconded by Ellington, to return to Open Session. The Mayor announces that the Council will return to Open Session as per §19.85(2), Wis. Stats., to address any business that may be the result of discussions conducted in Closed Session – 7 ayes.

Moved by Petty, seconded by Wedekind to authorize the Mayor and City Clerk to provide a contractual agreement with Ed Geick as Interim City Administrator for the City of Baraboo – 7 ayes.

Moved by Ellington, seconded by Thurow to authorize the Mayor and City Attorney to enter into contract negotiations with GovHR USA to redo their search for a City Administrator for a price not to exceed \$2,500 – 7 ayes.

Moved by Sloan, seconded by Kierzek, to rise and report from Committee of the Whole and return to regular session – 7 ayes.

ADJOURNMENT

Moved by Kolb, seconded by Wedekind, and carried unanimously that the meeting adjourn at 7:30pm.

NOTICE OF PUBLIC HEARING
City of Baraboo, Wisconsin

NOTICE IS HEREBY GIVEN that the Common Council of the City of Baraboo, Wisconsin, will hold a public hearing in the Council Chambers in the Municipal Building located at 101 South Blvd, Baraboo, Wisconsin, on Tuesday, July 14th 2020, at 7:00 o'clock p.m. for the purpose of giving any interested persons an opportunity to be heard regarding the following matter:

The General Development Plan/Specific Implementation Plan in accordance with Steps 3 and 4 of the PUD Process and the corresponding zoning as a Planned Unit Development to allow Collaborative Properties, LLC to construct a 2,764 sq ft single-story commercial office building with a 10-foot rear yard setback in a B-3 Highway Oriented Business zoning district on the property located at 908 8th Street.

Any person interested in obtaining additional information concerning the subject matter of this hearing may contact the City Engineering Department at the Municipal Building, 101 South Blvd, Baraboo, Wisconsin 53913.

PLEASE TAKE FURTHER NOTICE that the Common Council may make substantial changes in the zoning as a result of objection, debate and discussion at this hearing. For more information about the City of Baraboo, visit our website at www.cityofbaraboo.com.

/s/ Brenda M. Zeman, City Clerk

To be published as a Class II Notice in the legal section
June 29 and July 6, 2020.

CA – 1

RESOLUTION NO. 2020 -

Dated: July 14, 2020

The City of Baraboo, Wisconsin

<i>Background:</i>
Fiscal Note: (Check one) [] Not Required [] Budgeted Expenditure [] Not Budgeted
<i>Comments</i>

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Accounts Payable, in the amount of \$ _____ as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Offered By: Consent

Approved by Mayor: _____

Motion:

Second:

Certified by City Clerk: _____

CA - 2

RESOLUTION NO. 2020-

Dated: July 14, 2020

The City of Baraboo, Wisconsin

Background

Each year, the Finance Department reviews delinquent accounts. As part of that process, certain accounts are identified as uncollectible. In those instances, the write-off of uncollectible accounts are presented to Council for approval.

To coincide with the write-offs, the balance in the allowance for doubtful accounts is reviewed for reasonableness. This account reduces the total receivables reported to reflect only the amounts expected to be repaid. The allowance for doubtful accounts is only an estimate of the amount of accounts receivable that are expected to not be paid. The actual payment behavior may substantially differ from the estimate.

Overview

Reasons for the delinquencies becoming uncollectible can range from being out of business, located out of State, being deceased, bankruptcy, exceeding statute of limitations, taxes being rescinded, to internal collection efforts being exhausted. Included in this Resolution are the following:

- Personal property taxes for the years 2017 – 2018 are now uncollectible.
- Accounts receivable for the years 2013 – 2019 are now uncollectible.
- Community Development Authority (CDA) receivable for Donahue and Corson damages is now uncollectible.
- CDA Community Development Block Grant (CDBG) loan is now uncollectible

Also, certain accounts receivable may now be deemed uncollectible and will move from a receivable to an allowance for doubtful accounts. The allowance for doubtful accounts is a balance sheet account that reduces the reported amount of accounts receivable. To increase the allowance for doubtful accounts, an increase in a write off expense account would be needed.

The Treasurer's schedule for delinquent accounts is attached. Information from CDA is attached to account for the CDA write offs.

Note: (☒ one) ☐ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted ☒ Other

Comments: The 2020 budget has money to pay for doubtful or uncollectible accounts

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, for the reasons stated below, the following **delinquent personal property** accounts are hereby written off in the amount of **\$93.14**:

Business Name	Tax Year	Amount	Reason
Baraboo Lodge #51	2018	\$ 34.34	Exempt - Should have never been charged.
Isenberg, Jim F.	2017	\$ 58.80	Deceased
Total		<u>\$ 93.14</u>	

WHEREAS, for the reasons stated below, the following **accounts receivable** balances are written off in the amount of **\$1,241.44**:

Name	Tax Year	Amount	Reason
Desjarden, Lucas	2014	\$ 121.04	State Debt Collection Uncollectible
Medina, Crystal	2019	\$ 157.65	Unable to locate
Padgett, Shannon	2014	\$ 246.97	State Debt Collection Uncollectible
Rau, William	2013	\$ 70.12	State Debt Collection Uncollectible
Russell, Anton	2019	\$ 155.33	Unable to locate
Van Ness, Mary Kay	2019	\$ 490.33	Waive 4% admin fee, not paid by her insurance
Total		<u>\$1,241.44</u>	

WHEREAS, for the reason stated below, the following **CDA accounts receivable** balance is hereby written off in the amount of **\$20,139.68**:

<u>Name</u>	<u>Tax Year</u>	<u>Amount</u>	<u>Reason</u>
Ruiz, Dana	Various	\$ 7,429.98	CDA Deemed uncollectible
Hinz, Tanya	Various	\$ 4,443.03	CDA Deemed uncollectible
Turner, Linda	Various	\$ 731.47	CDA Deemed uncollectible
Essex, george	Various	\$ 2,059.95	CDA Deemed uncollectible
Loomann, Peter	Various	\$ 353.29	CDA Deemed uncollectible
Pierce, Bobbie	Various	\$ 1,559.40	CDA Deemed uncollectible
Schlage, Steven	Various	\$ 1,300.36	CDA Deemed uncollectible
Custer, Clark	Various	\$ 104.65	CDA Deemed uncollectible
Grooms, Dana	Various	\$ 492.23	CDA Deemed uncollectible
Leatherberry, Allan	Various	\$ 727.42	CDA Deemed uncollectible
Haagstom, Steven	Various	\$ 356.70	CDA Deemed uncollectible
Saunders, Donald	Various	\$ 581.20	CDA Deemed uncollectible
Total		<u>\$ 20,139.68</u>	

WHEREAS, for the reason stated below, the following **CDA CDBG loan** balance is hereby written off in the amount of **\$15,681**:

Dersham, Greg	Various	<u>\$ 15,681.00</u>	Bankruptcy
Total		<u>\$ 15,681.00</u>	

WHEREAS, the following allowance for doubtful accounts be created in the amount of **\$0**; and

<u>Name</u>	<u>Tax Year</u>	<u>Amount</u>	<u>Reason</u>
-------------	-----------------	---------------	---------------

NOW, THEREFORE, BE IT RESOLVED, that the above referenced delinquent accounts are hereby written off, thus removed from or netted against receivables.

Offered by: Finance Committee

Motion:

Second:

Approved: _____

Attest: _____

Delinquent Personal Property 2007 - 2018																Write-off to Allowance for Doubtful Accounts
Business Name	Owner Name	Last Known Address	Business Address	Balance as of last report	Year	PAID	Continue Collection Attempts	Refer to E.Truman	Small Claim Filed	SDC CMC	TRIP	Out of Business	Recind Tax	Can't Find	Comment	Write-off City Portion
Baraboo Car Wash	Clements, J Robert	631 Lewis St Cashton 54619	1120 Jefferson	\$305.84	07	\$305.84										
Baraboo Car Wash	Clements, J Robert		1120 Jefferson	\$374.73	08	\$374.73										
Independent Order of Oddfellows	Baraboo Lodge #51		1210 9th St	\$0.00	18								\$34.34		Exempt	\$34.34
Isenberg Service Center	Isenberg, Jim F	201 14th St	451 South Blvd	\$58.80	17										Deceased	\$58.80
Open Road Tattoo	Jay T Rahn	308 Berkley Blvd	413 Oak St	\$73.84	14	\$73.84										
Open Road Tattoo	Jay T Rahn	309 Berkley Blvd	413 Oak St	\$82.67	15	\$82.67										
Sand County Contracting	Chris Shanks		512 Oak St	\$0.00	18		\$1,080.64			X						
Villas of Baraboo LLC	Bluffstone	111 Perry St Suite 300 Davenport, IA 52801	1020 Connie Rd	\$40,146.76	17	\$40,146.76										
Totals				\$41,042.64		\$40,983.84	\$1,080.64		\$0.00			\$0.00	\$34.34	\$0.00		\$93.14
						Interest Collected		\$15,874.51								

Accounts Receivable

Desjarden, Lucas	Invoice #5510	Wisconsin Dells		\$298.29	2014	\$177.17						Medical Transport		SDC- Uncollectable	\$121.04		
Medina, Crystal	Invoice #11390	Homeless		\$157.65	2019							Medical Transport	X	Unable to locate	\$157.65		
Padgett, Shannon	Invoice #5454	E11971 Cty U		\$246.97	2014							Medical Transport		SDC- Uncollectable	\$246.97		
Rau, William	Invoice #5044	521 4th St		\$260.52	2013	\$190.40						Medical Transport		SDC- Uncollectable	\$70.12		
Russell, Anton	Invoice #11362	?? Nevada/Arizona		\$155.33	2019							Medical Transport	X	Unable to locate	\$155.33		
Van Ness, Mary Kay	Invoice #11352	Reedsburg		\$12,748.69	2019	\$12,258.36						Property Damage		Waive 4% admin fee, not paid by her insurance	\$490.33		
				\$455.94		\$12,625.93									\$1,241.44	\$0.00	
																\$1,334.58	\$0.00

Baraboo Community Development Authority
Outstanding Accounts
To be Written Off
5/6/2020

pac

5/6/2020

Corson Square
Customer
Number

		Rent	Damages	Total	
327	1121 Washington (Prior Tenant)	221.00		221.00	<i>Did not include this entry. Account is going to State Debt Collection.</i>
331	1131 Washington (Prior Tenant)		7,429.98	7,429.98	
335	1133 Washington (Prior Tenant)		4,443.03	4,443.03	
314	Apt 103 (Prior Tenant)		731.47	731.47	
357	Apt 210 (Prior Tenant)		2,059.95	2,059.95	
				14,885.43	
				14,664.43	

Donahue Terrace
Customer
Number

		Rent	Damages	Total
446	Apt 203 (Prior Tenant)		353.29	353.29
1462	Apt 309 B (Prior Tenant)		1,559.40	1,559.40
474	Apt 501 (Prior Tenant)		1,300.36	1,300.36
487	Apt 511 (Prior Tenant)	43.65	61.00	104.65
492	Apt 603 (Prior Tenant)		492.23	492.23
423	Apt 006 (Prior Tenant)		727.42	727.42
442	Apt 211 (Prior Tenant)		356.70	356.70
458	(Prior Tenant)		581.20	581.20
				5,475.25
			<i>Total</i>	<i>\$20,139.68</i>

Per CPA Board

5/5/2020

John G. Ramey



Thu 6/4/2020 7:46 AM

Cannon, Pat

CDBG Loan Greg Dersham

To  Laux, Lori

Cc  Haggard, Cynthia

Lori:

On June 2, 2020 the CDA Board took action to formally write of the CDBG loan to Greg Dersham. The loan is in the amount of \$15,681.00.

Mr. Dersham took action to file bankruptcy. The City/CDA took no action at that time.

Thanks

Pat

NBR - 1

RESOLUTION NO. 2020 -

Dated: July 14, 2020

The City of Baraboo, Wisconsin

Background The City of Baraboo allows a maximum of two dogs per household. Additional dogs are allowed only if the Common Council grants a special exemption that is based on “either a change in household circumstances or a need for an additional animal due to a disability in the household.” §12.13(14)(b), Baraboo Municipal Code.

Geri Pettersen of 719 Oak Street is requesting the Common Council grant her a special exemption to be able to keep four dogs in her residence. According to Geri, she previously had two dogs of her own. Because of the COVID-19 pandemic, both of her daughters returned home from college and each one of them brought with them their dog, bringing the total number of dogs in the household to 4. The Administrative Committee reviewed this request and unanimously recommended the Common Council grant a special exemption allowing four dogs in the residence of Geri Pettersen.

Note: (☒one) [☐x] **Not Required** [☐] **Budgeted Expenditure** [☐] **Not Budgeted**
Comments:

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Baraboo, Sauk County, Wisconsin, that:

The Common Council grants a special exemption to Geri Pettersen allowing her to keep four dogs in her residence until two of the four dogs passes, after which time she will be allowed to keep no more than two dogs in her residence. The exemption also requires Geri Pettersen to remain in compliance with §12.12(12) of the Baraboo Municipal Code for the duration of the time the four dogs are kept in the residence.

Offered by: Administrative Committee
Motion:
Second:

Approved: _____
Attest: _____

NBR – 2

RESOLUTION NO. 2020-

Dated: July 14, 2020

The City of Baraboo, Wisconsin

Background

In response to the COVID-19 health crisis and into economic recovery, the Wisconsin Department of Administration launched two initiatives leveraging the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. One of those initiatives is the Routes to Recovery: Local government Aid Grants.

In May 2020, the City received a notice from the State that a determination was made for the City's Routes to Recovery Grant allocation. The City has been allotted \$195,464 for eligible expenses. Those expenses are for unbudgeted expenditures incurred this year due to the COVID-19 pandemic that have not already been covered through existing State of Wisconsin virus response efforts.

The City has already incurred expenditures related to the COVID-19 pandemic and will continue to incur expenditures until the pandemic is under control. In order to streamline the purchasing process, a blanket approval for COVID-19 related expenditures is being requested.

The Purchasing Policy will be adhered to with respect to competitive bids, purchase orders, departmental approvals and contracts. A waiver of the requirement to bring unbudgeted purchases to Council via the Finance/Personnel Committee is requested, as most purchases related to COVID-19 are deemed unbudgeted.

<i>Note: (✓one)</i>	<i>[X] Not Required</i>	<i>[] Budgeted Expenditure</i>	<i>[] Not Budgeted</i>
<i>Comments</i>			

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the City's Purchasing Policy requirement to bring unbudgeted purchases to Council via the Finance/Personnel Committee is hereby waived through December 31, 2020, for COVID-19 related purchases that meet the other Purchasing Policy requirements and are approved by the City Administrator in consultation with the Finance Department.

Offered by: Finance and Personnel Committee **Approved:** _____

Motion:

Second:

Attest: _____

NBR – 3

RESOLUTION NO. 2020-

Dated: July 14, 2020

The City of Baraboo, Wisconsin

Background

Under the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Wisconsin Elections Commission (WEC) was awarded funds to help “prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.” The WEC produced a plan to distribute a majority of these funds to municipalities through the WEC CARES Subgrant program to help them prepare for the remainder of the 2020 election year.

The Elections Commission authorized a \$4.1 million WEC CARES subgrant program for municipalities to offset pandemic-related elections costs.

The WEC has determined that municipalities will receive a base amount of \$200 plus an additional \$1.10 per registered voter. This subgrant will provide the City of Baraboo with \$7,433.60 to be used towards the following pandemic-related expenditures:

- Additional Ballot Supplies, printing, and postage costs
- Additional Cleaning Supplies, cleaning services, and protective equipment
- Additional Staffing for processing of higher levels of absentee ballot requests.
- Additional Mailings for Public Communication
- Acquisition of Additional Equipment

The WEC CARES Subgrant Agreement and Certification is attached to this resolution.

Note: (✓one) [X] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the City Administrator and City Clerk be authorized to sign the Wisconsin Elections Commission (WEC) CARES Subgrant Agreement and Certification.

Offered by: Finance and Personnel Committee **Approved:** _____

Motion:

Second:

Attest: _____



Wisconsin Elections Commission

212 East Washington Avenue | Third Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

2020 HAVA CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) SUBGRANT PROGRAM

WEC CARES SUBGRANT AGREEMENT, TERMS AND CERTIFICATION

The purpose of this agreement is to certify that my jurisdiction will use the CARES Subgrant funds solely for costs incurred due to the pandemic affecting the 2020 federal elections and in accordance with the Code of Federal Regulations (CFR) Title 2, and the Wisconsin Election Commission's (the Commission's) documentation retention and reporting requirements.

I. ALLOWABLE USES

Purpose and Use of Funds. The CARES Act makes clear that grant funds are for ADDITIONAL costs associated with the national emergency related to coronavirus and are to be spent *"to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle."* Additional costs are those incurred outside of the jurisdiction's budgeted costs for the 2020 federal elections or those costs that are solely incurred due to the pandemic. For the purpose of this subgrant, those allowable uses span the period **January 20, 2020 through November 30, 2020** and include the seven following categories:

1. **ADDITIONAL BALLOT SUPPLIES, PRINTING, AND POSTAGE COSTS** for higher levels of absentee or vote by mail processes, including printers, scanners, and envelope openers costing less than \$5000 per unit.
2. **ADDITIONAL CLEANING SUPPLIES, CLEANING SERVICES AND PROTECTIVE EQUIPMENT** including additional disinfectants, wipes, paper towels, deep cleaning services for polling places pre- and post-election, masks, gloves, gowns, face shields, plexiglass, thermometers and other equipment for staff and poll workers' virus protection for in-person absentee voting sites, election day polling places and absentee central-count locations.
3. **ADDITIONAL STAFFING FOR PROCESSING** of higher levels of absentee ballot requests and absentee ballot tabulation, as expanded hours, overtime, Hazard Pay and associated benefits costs for election staff and poll workers or unbudgeted temporary election staff or poll workers and for additional staffing for cleaning polling locations and creating other protective measures.
4. **ADDITIONAL MAILINGS FOR PUBLIC COMMUNICATION** of changes in registration, absentee ballot request options, or voting procedures, including information on coronavirus precautions being implemented during the voting process.

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

5. ADDITIONAL ABSENTEE DROP-BOXES, installation, and security.
6. ADDITIONAL SPACE LEASING for new polling places when existing sites are closed or relocated due to the pandemic.
7. ACQUISITION OF ADDITIONAL EQUIPMENT necessary to process the higher volume of absentee ballots. This includes new automated letter opening equipment, paper folding machines, high speed or central count tabulators, and mobile IT equipment. (This "Equipment" category defined as costing equal or greater than \$5000 per unit. Equipment costs less than \$5000 should instead be reported under the applicable category above, most likely Additional Ballot Supplies. Additional reporting and documentation are required for allowable equipment purchases as outlined in the below referenced CFR sections.)
Per the Code of Federal Regulations, Title 2 (2 CFR) §200.33:
"Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies."

II. DOCUMENTATION, AUDIT, AND REPORTING

DOCUMENTATION: The receiving jurisdiction must maintain all documentation of purchases made using subgrant funds provided by this subgrant until December 31, 2024. Documentation includes receipts, invoices, payroll reports, etc. and notations to document that claimed expenditures are due to the pandemic.

A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit. Such original purchasing documentation and inventory lists shall be retained by the receiving jurisdiction until the WEC authorizes destruction of said records.

AUDIT: All subgrant funds are subject to audit by the Commission and/or the federal government to ensure funds have been spent appropriately and in accordance with all applicable state and federal laws.

Pursuant to Wis. Stat. § 5.05(11), if the federal government objects to the use of any funds provided to a municipality under the subgrant, the municipality shall repay the amount of the subgrant to the Commission.

REPORTING: September 15, 2020 and December 1, 2020. A Check-In is due September 15, 2020 that covers the period of January 20, 2020 – September 1, 2020. The final report is due December 1, 2020, covering January 20, 2020 – November 30, 2020. By those two deadlines, all receiving jurisdictions must complete and submit to the Commission the WEC CARES Subgrant Expenditures Reporting template for the corresponding period reporting the total pandemic-related election expenditures claimed in the seven categories listed below and detailed above:

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

1. Ballots/Ballot Supplies/Printing/Postage
2. Cleaning Supplies & Services / Protective Equipment
3. Additional Staffing
4. Public Communications
5. Absentee Ballot Drop-Boxes
6. Additional Leasing
7. Equipment

III. TIMELINES

- **EXPENDITURE PERIOD:** January 20, 2020 – November 30, 2020. Allowable expenses must have been incurred between January 20, 2020 through November 30, 2020. All bills/invoices do NOT have to be paid by November 30, 2020, but the expenses need to be incurred by that date to qualify under the subgrant.
- **SUBGRANT AGREEMENT RETURN DEADLINE:** September 1, 2020. The Commission will expedite the disbursement of funds as the agreements are received. Commission staff will award subgrants as a \$200 base subgrant plus an additional \$1.10 per registered voter as of June 1, 2020. Subgrant allocation is within the sole discretion of the Commission staff administering the subgrant program. Subgrant funds may be received through electronic transfer to a jurisdiction's shared revenues account (if available) or a physical check may be sent to a jurisdiction's shared revenues location. For questions related to the processing of subgrant checks, please contact the Commission's financial team via the WEC Help Desk at (608) 261-2028 or elections.finance@wi.gov
- **PANDEMIC EXPENDITURE REPORTING DEADLINES:** Check-In September 15, 2020 and Final Report December 1, 2020. The jurisdiction's final report of all sufficiently documented pandemic expenditures in the seven categories listed in Section II of this agreement, is due December 1, 2020. This deadline allows the Commission's financial staff to meet its federal grant reporting deadlines, therefore it is important for jurisdictions to file the final expenditure report on time. The Commission will provide to participating jurisdictions a template report, and the jurisdiction will fill in the seven total expenditure amounts for the seven categories in Section II of this agreement. This is an important deadline. If a report is not received by December 1, 2020, the jurisdiction may be required to return all subgrant funds received. The same report is to be used for the September 15, 2020 Check-In but covering the period of January 20, 2020 – September 1, 2020.
- **RETURN OF UNUSED FUNDS:** December 15, 2020. Jurisdictions must return any unused subgrant funds by December 15, 2020. Also, if a jurisdiction fails to submit a Pandemic Expenditure Report by December 1, 2020, the jurisdiction may be required to return all subgrant funds received.

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

IV. CERTIFICATIONS

Federal and State law require jurisdictions receiving subgrants to certify that they will comply with the terms of the subgrant. By signing and returning this agreement, your jurisdiction certifies the following:

- As the receiving jurisdiction, we certify that we will solely use the WEC CARES Subgrant funds for costs incurred due to the pandemic affecting the 2020 federal elections.
- As the receiving jurisdiction, we certify that we do or will have the necessary processes and systems in place to comply with the reporting requirements.
- As the receiving jurisdiction, we will maintain all documentation of purchases made using subgrant funds provided in this subgrant until December 31, 2024.
- As the receiving jurisdiction, we will return any unused funds by December 15, 2020.
- As the receiving jurisdiction, by September 15, 2020 and December 1, 2020 we will submit to the Commission a simple report of the total expenditures in the seven categories detailed above: 1. Ballots/Ballot Supplies/Printing/Postage, 2. Cleaning/PPE, 3. Staffing, 4. Public Communications, 5. Absentee Ballot Drop-Boxes, 6. Space Leasing/Polling Place Relocation, and 7. Equipment.
- As the receiving jurisdiction, we further certify that we will follow all state and federal laws, including adherence to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) found here: (<https://www.govinfo.gov/app/collection/cfr/2019/>)

V. SIGNATURE

Please enter your name and the date of certification below to certify the above and *return via your official email address to elections.finance@wi.gov.*

Receiving Jurisdiction's Name and County City of Baraboo, Sauk County

Signature _____ Date _____
(Authorized Representative of Jurisdiction)

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

—
Administrator
Meagan Wolfe

The City of Baraboo, Wisconsin

Background: As part of the Wisconsin DOT's STH 33 Reconstruction Project, the Public Safety Committee has recommended that the project include new street lights along that corridor. Although the cost of the new street lights is shared 50/50 with the WDOT, the design cost is entirely the local municipalities responsibility.

An RFP was issued to MSA and SEH since both firms are already involved in other utility design aspects of this same project.

Following is a summary of the Estimated Fees to provide the requisite Street Light Design services:

- SEH \$19,500
- MSA \$29,500

After reviewing the Proposals, staff agreed that SEH would best meet our needs and recommend awarding a contract accordingly.

The Public Safety Committee reviewed this matter at their July 13th meeting and unanimously recommended approval to contract with SEH.

Fiscal Note: (✓ one) [] Not Required [X] Budgeted Expenditure [] Not Budgeted
Comments: Within budget projections.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

To approve the attached Professional Services Agreement with SEH for STH 33 Street Light Design Services an estimated fee of \$19,500 and authorize the Mayor and City Clerk to execute said Agreement.

Offered by: Public Safety Committee

Motion:

Second:

Approved: _____

Attest: _____

RESOLUTION NO. 2020 -

Dated: July 14, 2020

The City of Baraboo, Wisconsin

Background: The City was recently notified of a \$425,000 grant through the Municipal Street Improvement – Discretionary program for the reconstruction of Draper Street with funding available in the WDOT's 2020 Fiscal year, which started July 1, 2020. Accordingly, Bids were solicited and the Bid Opening took place on July 9th. The following is a tabulation of the bids:

2020 Draper Street Improvements:

Dean Blum Excavating	\$
Gerke Excavating, Inc.	\$
McCabe Construction	\$

The Public Safety Committee reviewed these bids at their July 13th meeting and unanimously recommended award of this projects to the low bidder.

Fiscal Note: (check one) [] Not Required [x] Budgeted Expenditure [] Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the low bid of:

_____ in the amount of \$_____ for the 2020 Draper Street Improvements is hereby accepted and all other bids are rejected and that the Mayor and City Clerk are hereby authorized to execute the Contract.

Offered by: Public Safety Comm. **Approved by Mayor:** _____

Motion:

Second: _____ **Certified by City Clerk:** _____

RESOLUTION NO. 2020-

Dated July 14, 2020

The City of Baraboo, Wisconsin

Background: As part of the upcoming STH 33 Reconstruction Project, improvements are planned for both the sanitary sewer and water main facilities along that corridor. Some sections of the sanitary sewer are being considered for lining and others for replacement. Most of the existing water main will be replaced with larger pipes. The vast majority of water services are copper so we are not anticipating the need to do much work on them. Considering the age of the sewer system, all sanitary sewer laterals should be replaced as part of the project to reduce the need to open cut the roadway in the future. Staff would like to take advantage of this opportunity and replace every sewer lateral from the main to the sidewalk, which confines all of the work to the existing right-of-way and avoids the need to secure any real estate interests, (i.e. easement or acquisition). Since the property owner is responsible for their sewer lateral from the sanitary sewer main to their building, they would be responsible for the cost of the work that is proposed. Since this work will be done in conjunction with the roadway reconstruction, the cost should be very reasonable compared to doing them individually.

Pursuant to Section 13.32(3) of the General Code of Ordinances, “All costs and expense incident to the installation, connection and maintenance of the lateral shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the lateral.”

Since the City will be requiring replacement of all laterals, the costs will be assessed to the respective benefitting properties. There are approximately 150 sewer laterals along STH 33 and we would like to provide the affected property owners sufficient time to plan for the special assessments.

This matter was reviewed by the Public Safety Committee at their June 8, 2020 meeting and it was unanimously recommended to proceed with the special assessment process for this project.

The following Resolution is the first step in the Statutory process to assess the cost of new sewer laterals against the benefitting properties.

Fiscal Note: (check one) [] Not Required [x] Budgeted Expenditure [] Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wis. Stats., to levy special assessments upon property in the assessment districts hereafter described for benefits conferred upon such property by reason of the following public work and improvements: Sanitary Sewer Lateral Replacement in conjunction with the 2024 Reconstruction of STH 33.
2. The property to be assessed lies within the following described assessment district:

ASSESSMENT DISTRICT

New Sanitary Sewer Laterals – Those properties on:

- Both sides of STH 33 (8th Ave/8th Street) between Draper Street and CTH T (Taft Avenue).

3. The total amount assessed against the properties in the described assessment district shall not exceed the total cost of the improvements.
4. The City Council determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.
5. The City Engineer shall prepare a report which shall consist of:
 - (A) Final plans and specifications for the improvements.
 - (B) An estimate of the entire cost of the proposed improvements.
 - (C) A schedule of proposed assessments.
6. When the report is completed, the City Engineer shall file a copy of the report with the City Clerk for public inspection.
7. Upon receiving the report of the City Engineer, the Clerk or her designee shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as Class 1 notice under ch. 985, Wis. Stats, and a copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with the reasonable diligence.
8. The hearing shall be held in the Council Chambers of the City Hall at 101 South Blvd, Baraboo, WI 53913 on in accordance with Section 66.0703 (7)(a), Wis. Stats.
9. The assessment against any parcel may be paid in cash or in annual installments in accordance with the City of Baraboo Special Assessment Procedure.

Offered by: Public Safety Committee

Motion:

Second:

Approved: _____

Attest: _____

NBR – 7

RESOLUTION NO. 2020-

Dated: July 14, 2020

The City of Baraboo, Wisconsin

Background

Staff has reviewed the financial projections for Tax Increment Districts (TIDs) 7 and 8 and at this time, based upon the economic growth within TID 7 and 8, it is staff's opinion that these TIDs will not be able to fulfil their debt obligations by the end of the current life. State statute allows TIDs to be extended for additional years based upon a review by the Joint Review Board. In order for the Joint Review Board to consider the extension, the Common Council is required to formally request the Board extend the life of the TIDs as long as statutorily allowed by §66.1105(7)(am), Wis. Stats.

Note: (☒ one) [☒ Not Required] [☐ Budgeted Expenditure] [☐ Not Budgeted]
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the Common Council hereby requests the Joint Review Board extend the life of Tax Increment Districts 7 and 8 as long as statutorily permitted by §66.1105(7)(am), Wis. Stats.

Offered by: Finance and Personnel Committee

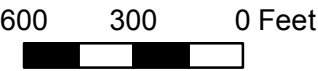
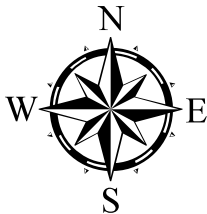
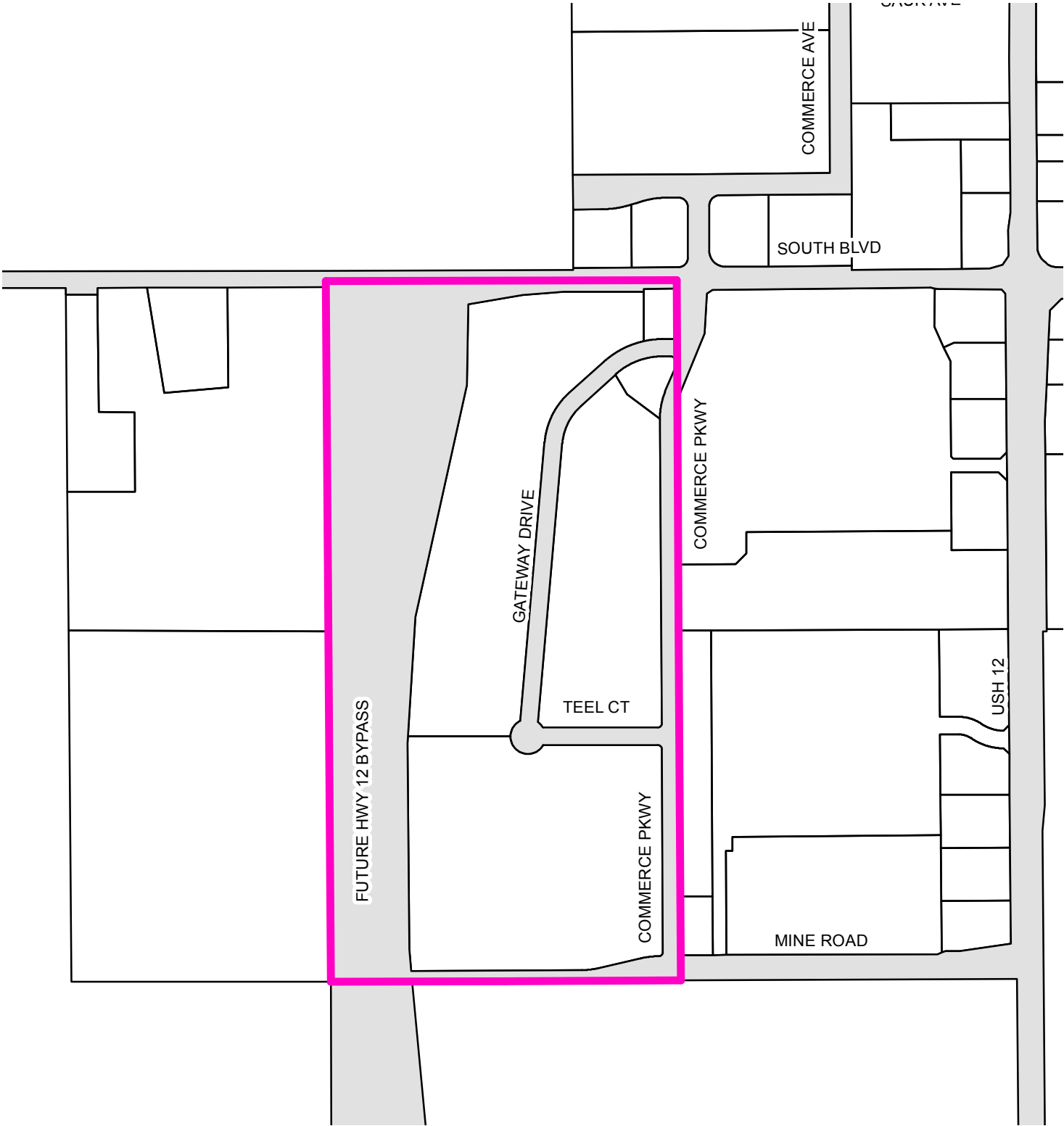
Approved: _____

Motion:

Second:

Attest: _____

TID 7

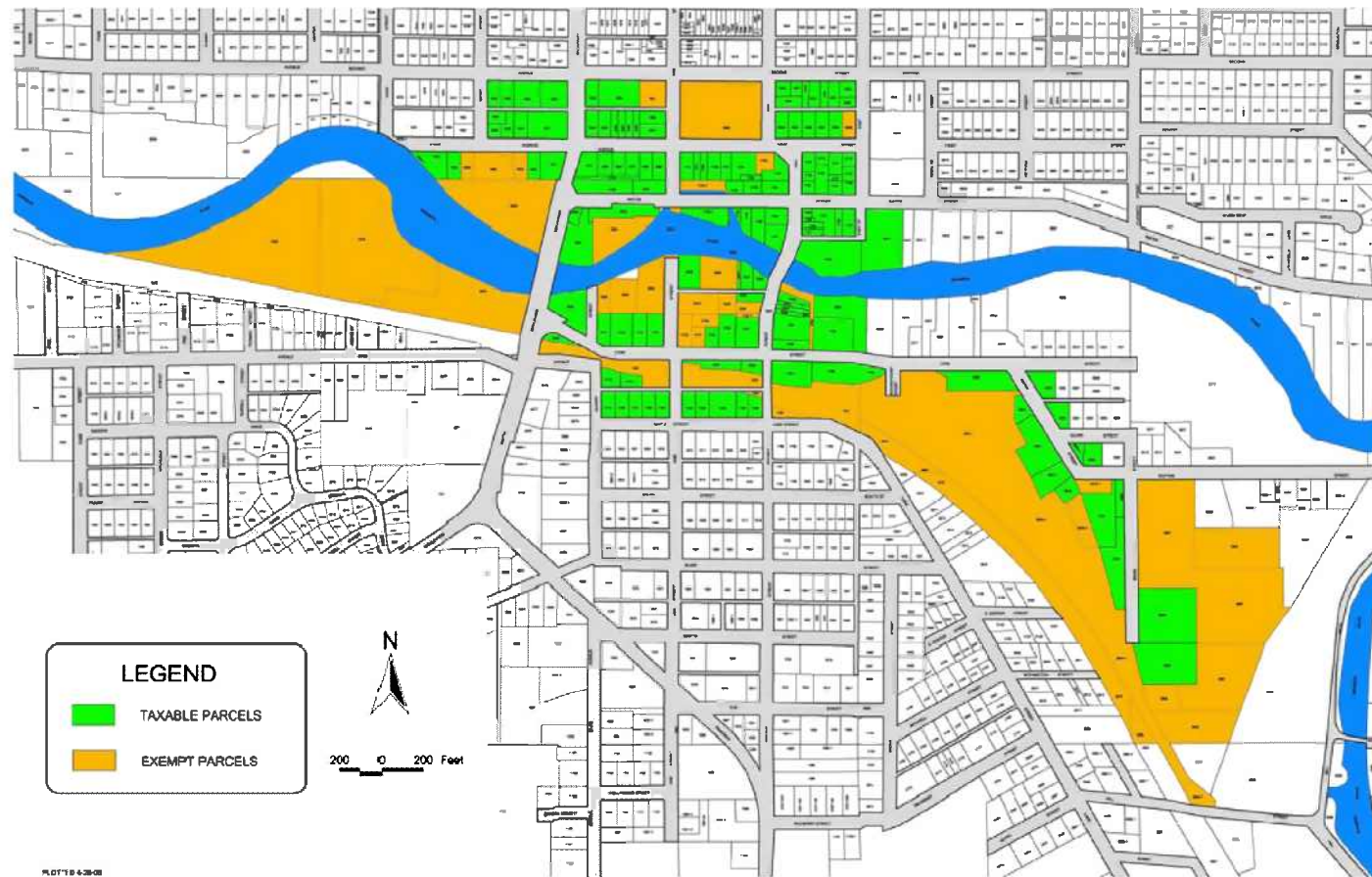


MAP DATE 6-16-14

14

MAP OF PROPOSED DISTRICT BOUNDARY

PROPOSED TID 8



Tax Incremental District (TID) – Extension Types

52 of 139

	Standard	Technical College	Affordable Housing
Purpose	<ul style="list-style-type: none"> Allows additional time to pay incurred project costs Extension does not change the expenditure period 	<ul style="list-style-type: none"> Allows additional time to pay incurred project costs for TIDs affected by 2013 Act 145 Extension does not change the expenditure period 	<p>Allows use of a final increment for affordable housing:</p> <ul style="list-style-type: none"> At least 75% of the final increment must benefit affordable housing* in the municipality; remaining portion must be used to improve housing in the municipality Resolution must specify how the municipality will improve housing stock
Number of additional years allowed	<p>4 years (municipal resolution adopted 10/1/95 - 9/30/04)</p> <ul style="list-style-type: none"> Blight Rehabilitation/Conservation <p>3 years (municipal resolution adopted after 10/1/04)</p> <ul style="list-style-type: none"> Blight Rehabilitation/Conservation Industrial Mixed-use <p>(municipal resolution adopted after 11/29/17)</p> <ul style="list-style-type: none"> Environmental Remediation 	3 years	1 year
Availability	TIDs listed above created under 66.1105, Wis. Stats.	Any TID created under 66.1105, Wis. Stats. with a municipal resolution before 10/1/14	Any TID created under 66.1105, Wis. Stats.
Exclusions	<ul style="list-style-type: none"> TID with municipal resolution adopted before 10/1/95 Industrial TID with municipal resolution adopted 10/1/95 - 9/30/04 Town TID created under 60.85, Wis. Stats. Environmental Remediation TID created under 66.1106 Wis. Stats. on or before 11/29/17 Any donor Industrial or Mixed-use TID with municipal resolution adopted after 10/1/04 	<ul style="list-style-type: none"> TID with municipal resolution adopted after 9/30/14 under 66.1105, Wis. Stats. Town TID created under 60.85, Wis. Stats. Environmental Remediation TID 	<ul style="list-style-type: none"> Town TID created under 60.85, Wis. Stats. Environmental Remediation TID with municipal resolution adopted on or before 11/29/17 under 66.1106, Wis. Stats.
Required resolution**	Joint Review Board	Joint Review Board	Municipal
Information for resolution approval	<ul style="list-style-type: none"> Documents show the TID cannot repay project costs within its maximum life If an independent audit is provided, the JRB must approve the extension 	<ul style="list-style-type: none"> Documents show the TID increments were negatively impacted by 2013 Act 145 If an independent audit is provided, the JRB must approve the extension 	Documents show the TID has paid all its project costs
Law reference	66.1105(7)(am)1, 2, 3	66.1105(7)(am)4	66.1105(6)(g)

* Affordable housing means housing that costs no more than 30 percent of the household's gross monthly income

**Email a scanned copy of the adopted resolution to tif@wisconsin.gov. Contact us with comments or questions: tif@wisconsin.gov

City of Baraboo
TIF #7
TIF Extension Projection
Annual Debt Service

Year	Debt Service	Projected Increment	Annual Operating Gain/(Loss)	Fund Balance
2019				(342,536)
2020	367,681	228,372	(139,309)	(481,845)
2021	365,330	230,656	(134,674)	(616,519)
2022	368,206	232,962	(135,244)	(751,763)
2023	385,407	235,292	(150,115)	(901,878)
2024	321,705	237,645	(84,060)	(985,938)
2025	228,768	240,021	11,253	(974,685)
2026	227,981	242,421	14,440	(960,245)

Assumptions

Does not include Developer guarantee

1% growth in annual increment

Fund Balance not recovered becomes City Responsibility

City Costs not recovered

City of Baraboo
TIF #7
TIF Extension Projection
With TIF Extensions

Year	Debt Service	Projected Increment	Annual Operating Gain/(Loss)	Fund Balance
2019				(342,536)
2020	367,681	228,372	(139,309)	(481,845)
2021	365,330	230,656	(134,674)	(616,519)
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2023	385,407	235,292	(150,115)	(901,878)
2024	321,705	237,645	(84,060)	(985,938)
2025	228,768	240,021	11,253	(974,685)
2026	227,981	242,421	14,440	(960,245)
2027	-	244,846	244,846	(715,399)
2028		247,294	247,294	(468,105)
2029		249,767	249,767	(218,338)
2030	33,927	252,265	218,338	0
2031	233,328	254,787	21,459	21,460
2032		257,335	257,335	278,795

Assumptions

Does not include Developer guarantee

1% growth in annual increment

Fund Balance not recovered becomes City Responsibility

City Costs Recovered in years 2030 & 2031

City estimated costs \$267,255

City of Baraboo
TIF #7
TIF Extension Projection
With TIF Extensions

Year	Debt Service	Projected Increment	Annual Operating Gain/(Loss)	Fund Balance
2019				(481,365)
2020	268,198	10,458	(257,740)	(739,105)
2021	298,620	10,563	(288,057)	(1,027,162)
2022	303,011	10,668	(292,343)	(1,319,505)
2023	317,213	10,775	(306,438)	(1,625,943)
2024	305,362	10,883	(294,479)	(1,920,423)
2025	292,381	10,991	(281,390)	(2,201,812)
2026	284,834	11,101	(273,733)	(2,475,545)
2027	55,305	11,212	(44,093)	(2,519,637)
2028	61,830	11,325	(50,505)	(2,570,143)
2029	-	11,438	11,438	(2,558,705)
2030	-	11,552	11,552	(2,547,153)
2031	-	11,668	11,668	(2,535,485)
2032	-	11,784	11,784	(2,523,701)
2033		11,902	11,902	(2,511,799)
2034		12,021	12,021	(2,499,778)

Assumptions

Does not include subsidy from TIF #6

1% growth in annual increment

Fund Balance not recovered becomes City Responsibility

City is responsible for any annual debt service shortfall

City of Baraboo
TIF #8
TIF Extension Projection
Annual Debt Service

Year	Debt Service	Projected Increment	Annual Operating Gain/(Loss)	Fund Balance
2019				(481,365)
2020	268,198	10,458	(257,740)	(739,105)
2021	298,620	10,563	(288,057)	(1,027,162)
2022	303,011	10,668	(292,343)	(1,319,505)
2023	317,213	10,775	(306,438)	(1,625,943)
2024	305,362	10,883	(294,479)	(1,920,423)
2025	292,381	10,991	(281,390)	(2,201,812)
2026	284,834	11,101	(273,733)	(2,475,545)
2027	55,305	11,212	(44,093)	(2,519,637)
2028	61,830	11,325	(50,505)	(2,570,143)

Assumptions

Does not include subsidy from TIF #6

1% growth in annual increment

Fund Balance not recovered becomes City Responsibility

City is responsible for any annual debt service shortfall

City of Baraboo
TIF #8
TIF Extension Projection
With TIF Extensions

Year	Debt Service	Projected Increment	Annual Operating Gain/(Loss)	Fund Balance
2019				(481,365)
2020	268,198	10,458	(257,740)	(739,105)
2021	298,620	10,563	(288,057)	(1,027,162)
2022	303,011	10,668	(292,343)	(1,319,505)
2023	317,213	10,775	(306,438)	(1,625,943)
2024	305,362	10,883	(294,479)	(1,920,423)
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2027	55,305	11,212	(44,093)	(2,519,637)
2028	61,830	11,325	(50,505)	(2,570,143)
2029	-	11,438	11,438	(2,558,705)
2030	-	11,552	11,552	(2,547,153)
2031	-	11,668	11,668	(2,535,485)
2032	-	11,784	11,784	(2,523,701)
2033		11,902	11,902	(2,511,799)
2034		12,021	12,021	(2,499,778)

Assumptions

Does not include subsidy from TIF #6

1% growth in annual increment

Fund Balance not recovered becomes City Responsibility

City is responsible for any annual debt service shortfall

RESOLUTION NO. 2020-

Dated: July 14, 2020

The City of Baraboo, Wisconsin**Background**

See attached July 2, 2020, memorandum from Patrick Cannon, Executive Director of the Baraboo Community Development Authority (CDA) regarding the three proposed lease agreements for the Carnegie-Schadde Memorial Public Library expansion project.

The proposed agreements were considered by the CDA Board at their July 7, 2020 meeting, where they were unanimously approved for execution pending the Common Council's approval.

Note: (☒ one) [☐ x] Not Required [☐] Budgeted Expenditure [☐] Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the Mayor and the City Clerk be authorized to execute the following agreement subject to the City Attorney's approval as to form and approval by the Library Board of Trustees:

1. Prelease Agreement between the Community Development Authority of the City of Baraboo, Wisconsin and the City of Baraboo.
2. Lease Agreement between the Community Development Authority of the City of Baraboo, Wisconsin and the City of Baraboo.
3. Sublease Agreement between the City of Baraboo, Wisconsin and the Carnegie-Schadde Memorial Public Library of the City of Baraboo.

Offered by: Finance and Personnel Committee**Approved:** _____**Motion:****Second:****Attest:** _____

MEMORANDUM

To: Mayor & City Council
Commissioners - Baraboo Community Development Authority
Board Members – Baraboo Library

CC: Emily Truman
Tom Pinion
Jessica Bergin

From: Patrick Cannon
Executive Director

Re: Proposed Lease Agreements
Library Project

Date: July 2, 2020

As we continue to move forward with this project, the United States Department of Agriculture (USDA) is requiring that we execute several lease agreements between the Community Development Authority (CDA), the City of Baraboo and the Library Board. The USDA's Attorney has reviewed the documents and we have incorporated their changes into the final drafts.

The intent of the project is to be funded by both donations to the Library project as well as the issuance of a long-term financial obligation. The Financial Obligation will be the issuance of a 40-year Bond with the USDA. Unlike a General Obligation Bond, the bonds are backed by the annual lease payments rather than an irrevocable tax being approved.

These agreements are needed as part of the overall financing of the project. The CDA will be the owner of the building and lands as a requirement of the USDA. However, the CDA's revenues are all limited in their use to the various projects. Therefore, the CDA cannot show a revenue stream that would allow the CDA to borrow the money. Hence, the long-term leases are needed.

1. Prelease Agreement between the Community Development Authority of the City of Baraboo, Wisconsin and the City of Baraboo.

This document outlines both Parties intent to fulfill the financing side of the project. In a sense, the City and CDA are agreeing to enter into a long-term lease at the end of the project. The City would be responsible for making an annual lease payment to the CDA in an amount equal to the debt service. At the end of the term (40 years). The City would then have ownership of the building. I had penciled in that week for a vacation, so you all will need to settle-up without me.

2. Lease Agreement between the Community Development Authority of the City of Baraboo, Wisconsin and the City of Baraboo.

The Baraboo Community Development Authority does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry) disability, marital status, sexual orientation or military status, in any of its activities, operations or employment. The Baraboo CDA is an equal opportunity employer and will take affirmative actions as required.

This is the final Lease Agreement between the two parties. This will set the final terms and the exact payments on the debt service.

3. Sublease Agreement between the City of Baraboo, Wisconsin and the Carnegie-Schadde Memorial Public Library of the City of Baraboo.

This agreement will authorize the Library to occupy the building for the term of USDA loan.

At this time, I am asking all parties to review and approve the documents. The final copies will be circulated for signatures upon final approval by the USDA.

Please let me know if you have any questions.

PRELEASE AGREEMENT
between the
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF
BARABOO, WISCONSIN
and the
CITY OF BARABOO, WISCONSIN

THIS PRELEASE AGREEMENT is made and entered into by and between the Community Development Authority of the City of Baraboo, a separate body politic from the City formed pursuant to §66.1335, Wis. Stat., and the City of Baraboo, a Wisconsin municipal corporation.

WITNESSETH:

WHEREAS, the CDA intends to acquire from the City certain real estate described in Exhibit A hereto for the purpose in carrying out a program of community redevelopment on the Project Property, consisting of financing the acquisition of the Project Property and the construction of and renovations to the Library through the issuance of \$_____ in Bonds from the Government; and

WHEREAS, pursuant to the provisions of §§ 66.1335 and 66.1333(9), Wis. Stats., the CDA has the power to lease real property and personal property in its possession to a public body for use in accordance with a redevelopment plan; and

WHEREAS, the City will desire to lease the Project Property and all buildings and fixtures thereon and other improvements thereto from the CDA; and

WHEREAS, the execution, delivery and performance of this Prelease Agreement have been duly authorized by the Common Council on _____ in Resolution Number _____, and by the CDA on _____ in Resolution Number _____; and all conditions, acts and things necessary and required by the Constitution and Statutes of the State of Wisconsin to exist, to have happened, or to have been performed precedent to or in the execution and delivery of this Agreement, exist, have happened and have been performed

NOW, THEREFORE, for the mutual consideration contained herein, the Parties agree as follows:

1. **Definitions.** The following terms shall have the following meanings in this Agreement unless the text expressly or by necessary implication requires otherwise:
 - a. **"Agreement"** means this Prelease Agreement.
 - b. **"Bonds"** means the Community Development Lease Revenue Refunding Bonds
 - c. **"CDA"** means the Community Development Authority of the City of Baraboo.
 - d. **"Commencement Date"** means the date of commencement of this Agreement as provided in Paragraph 2 hereof.
 - e. **"Government"** means the United States of America, acting through the Rural Housing Service,

United States Department of Agriculture.

- f. **"Leased Property"** means the Project Property and all improvements and fixtures thereto.
 - g. **"Leasehold Term"** means the term of this Agreement as provided in Section 2.1 hereof.
 - h. **"Library Board"** means the Library Board of Trustees for the Carnegie-Schadde Memorial Public Library of the City of Baraboo.
 - i. **"Municipality"** or **"City"** means the City of Baraboo, Wisconsin.
 - j. **"Municipality Representative"** means the Mayor, City Administrator or such other officer(s) of the Municipality appointed by the City Council to act on behalf of the Municipality under this Agreement.
 - k. **"Parties"** jointly means the City and the CDA.
 - l. **"Party"** means either the City or the CDA.
 - m. **"Project"** means a program of community redevelopment to be carried out by the CDA on the Project Property, consisting of financing or refinancing the acquisition of property and the construction of and renovations to the Library and Leased/Project Property.
 - n. **"Project Property"** means the real estate including all improvements thereto described in Exhibit A hereto.
2. **Term.** This Agreement shall be effective on and commence on the date of full execution by the Parties, and shall expire on the date of the full execution of a Lease Agreement between the Parties for the Project Property unless the Parties shall sooner terminate this Agreement by mutual written agreement.
3. **City Obligations.** During the term of this Agreement, the City agrees to perform the following:
- a. Ensure the title worthiness of the Project Property and transfer the title(s) of the Project Property to the CDA upon request from the CDA. Any fee for transferring the title(s) to the CDA shall be paid for by the City.
 - b. Work in conjunction with the CDA and the Library Board to ensure the application for the Bonds is successful.
 - c. Have and maintain at the City's expense, general public liability insurance against all claims for personal injury, death or property damage for which either Party might be liable, occurring upon, in or about the Project Property or any buildings, facilities, sidewalks, streets and passageways, therein or thereon; in the amount of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate per year in respect of personal injury and death and property damage, or such other limits as may be mutually agreed upon. The CDA shall be a named insured.

- d. Have and maintain at the City's expense, insurance for all structures that are part of the Project Property against damage or destruction by fire, windstorm and any other loss or damage customarily insured in comparable structures in an amount equal to the replacement value of the property. In case of damage, loss or destruction of the Project Property, or any part thereof, the City shall immediately notify the CDA.
 - e. Ensure compliance with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and local governments and agencies and departments thereof which are applicable to the City and the Project Property, whether or not the same requires structural repairs or alterations, which may be applicable to the Project Property, the fixtures or equipment thereof, or the sidewalks, curbs and parking areas adjoining the demised premises, or the use or manner of use of the Project Property. The City will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force during the Term of this Agreement with respect to the Project Property and the fixtures and equipment thereof.
 - f. Make no substantial alterations or additions to the Project Property without the prior written authorization of the CDA.
 - g. Not make, do, suffer or permit any waste or damage, disfigurement or injury to the Project Property or any building or improvement now or hereafter on the Project Property or the fixtures or equipment thereof.
4. **CDA Obligations.** During the term of this Agreement, the CDA agrees to perform the following:
- a. Work in a timely fashion and in conjunction with the City and the Library Board to ensure the successful application for the Bond issuance.
 - b. Immediately notify the City Representative if the application for the Bonds is not successful.
 - c. Ensure compliance with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and local governments and agencies and departments thereof which are applicable to the CDA and the Project Property.
5. **Amendments.** No modification, alteration, assignment or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both Parties.
6. **Successors.** Except as limited or conditioned by the express provisions hereof, the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
7. **Governing Law.** The laws of the State of Wisconsin shall govern this Agreement.
8. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

9. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.
10. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the City: City Administrator
City of Baraboo
101 South Boulevard
Baraboo, WI 53913

With Copies to: City Attorney
City of Baraboo
101 South Boulevard
Baraboo, WI 53913

If to the CDA: Executive Director
Community Development Authority of the City of Baraboo
101 South Boulevard
Baraboo, WI 53913

Any party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

11. **Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provisions or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.
12. **No Waivers.** Failure of either Party to exercise its rights in connection with any breach or violation of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the CDA shall not be deemed to be a waiver of any preceding breach by the Municipality of any term, covenant or condition of this Agreement, other than the failure of the Municipality to pay the particular Rent so accepted, regardless of the CDA's knowledge of such preceding breach at the time of acceptance of such rent.

13. **No Personal Liability.** Under no circumstances shall any officer, elected official or employee of the City or the CDA have any personal liability arising out of this Agreement, nor shall any party seek or claim any such personal liability.

IN WITNESS WHEREOF, the Municipality's Representative(s) and the CDA's Representative(s) have caused this Agreement to be executed on the date(s) so indicated below.

(Signature lines intentionally omitted on draft)

EXHIBIT A

DESCRIPTION OF THE PROJECT PROPERTY

LEASE AGREEMENT
between the
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF
BARABOO, WISCONSIN
and the
CITY OF BARABOO, WISCONSIN

THIS LEASE AGREEMENT is made and entered into by and between the Community Development Authority of the City of Baraboo, a separate body politic from the City formed pursuant to §66.1335, Wis. Stat., and the City of Baraboo, a Wisconsin municipal corporation.

WITNESSETH:

WHEREAS, the CDA has acquired and is currently in possession of the real estate described in Exhibit A hereto; and

WHEREAS, the CDA is carrying out a program of community redevelopment on the Project Property, consisting of financing the acquisition of the Project Property and the construction of and renovations to the Library through the issuance of \$ _____ in Bonds; and

WHEREAS, pursuant to the provisions of §§ 66.1335 and 66.1333(9), Wis. Stats., the CDA has the power to lease real property and personal property in its possession to a public body for use in accordance with a redevelopment plan; and

WHEREAS, the City desires to lease the Project Property and all buildings and fixtures thereon and other improvements thereto from the CDA; and

WHEREAS, the execution, delivery and performance of this Agreement have been duly authorized by the City and the CDA and all conditions, acts and things necessary and required by the Constitution and Statutes of the State of Wisconsin to exist, to have happened, or to have been performed precedent to or in the execution and delivery of this Agreement, exist, have happened and have been performed.

NOW, THEREFORE, for the mutual consideration contained herein, the CDA agrees to lease to the City, and the City agrees to lease from the CDA, the Leased Property, subject to the following terms and conditions.

ARTICLE I
DEFINITIONS

1.01 Definitions. The following terms shall have the following meanings in this Agreement unless the text expressly or by necessary implication requires otherwise:

- a. **"Additional Rent"** means the additional Rent payable by the City to the CDA pursuant to Section 2.03 hereof.
- b. **"Agreement"** means this Lease Agreement.

- c. **"Annual Debt Service Requirement"** means the amount of principal and interest payable on the Bonds in any year.
- d. **"Bonds"** means the Community Development Lease Revenue Refunding Bonds, dated _____, issued by the CDA in the principal amount of \$ _____ to provide financing for the acquisition of the Project Property and the Project.
- e. **"CDA"** means the Community Development Authority of the City of Baraboo.
- f. **"Commencement Date"** means the date of commencement of the Leasehold Term as provided in Section _____ hereof.
- g. **"Debt Service Fund"** means the Debt Service Fund established by the CDA in connection with the issuance of the Bonds.
- h. **"Fiscal Agent"** means the Executive Director of the CDA.
- i. **"Government"** means the United States of America, acting through the Rural Housing Service, United States Department of Agriculture.
- j. **"Leased Property"** means the Project Property and all improvements and fixtures thereto.
- k. **"Leasehold Term"** means the term of this Agreement as provided in Section 2.1 hereof.
- l. **"Library"** means the Carnegie-Schadde Memorial Public Library of the City of Baraboo.
- m. **"Mortgage"** means the Mortgage mortgaging the Leased Property made as of the date hereof from the CDA to the Government.
- n. **"Municipality"** or **"City"** means the City of Baraboo, Wisconsin.
- o. **"Municipality Representative"** means the Mayor, City Administrator or such other officer of the Municipality appointed by the City Council to act on behalf of the Municipality under this Agreement.
- p. **"Owner"** or **"Owners"** means the registered owner of the Bonds.
- q. **"Parties"** jointly means the City and the CDA.
- r. **"Party"** means either the City or the CDA.
- s. **"Project"** means a program of community redevelopment to be carried out by the CDA on the Project Property, consisting of financing or refinancing the acquisition of property and the construction of and renovations to the Library and Leased/Project Property.
- t. **"Project Property"** means the real estate including all improvements thereto described in Exhibit A hereto.
- u. **"Rent"** means the rent to be paid by the City to the CDA pursuant to Section 3.2(a) hereof.
- v. **"Reserve Account"** means the Reserve Account established for the Bonds pursuant to the

Resolution.

- w. **"Reserve Requirement"** means the Reserve Requirement as defined in the Resolution.
- x. **"Resolution"** means the resolution authorizing the issuance of the Bonds adopted by the CDA on _____.

ARTICLE II

TERM AND RENT

2.01 **Term.** This Agreement shall be effective on the date of full execution by the Parties and shall commence as of the date of the issuance of the Bonds. Except as otherwise provided for in Section 3.07, below, or by mutual written agreement between the parties, this Agreement shall expire on the date that the CDA shall have fully paid (or provided for the payment of) all of the principal and interest on the Bonds, unless the Parties shall sooner terminate this Agreement by mutual written agreement.

2.02 **Rent.** During the Leasehold Term, the City agrees to pay to the Fiscal Agent, without deduction or offset, except as otherwise provided for herein, rent payments semiannually two business days prior to March 1 and two business days prior to September 1 of each year commencing two business days prior to September 1, _____. The rent payable two days prior to March 1 shall be an amount equal to the sum of the following:

- (1) The amount of principal payable on the Bonds on the next March 1; and
- (2) The amount of interest payable on the Bonds on the next March 1.

The rent payable two days prior to September 1 shall be an amount equal to the amount of interest payable on the Bonds on the next September 1.

An estimated schedule of principal and interest payments on the Bonds is shown on Exhibit B attached hereto and incorporated by this reference. Such schedule is merely an estimate of the interest due on each date and the Government will provide semi-annual invoices with the exact amount of principal and interest coming due on the Bonds. The schedule includes the exact amount of principal due each March 1.

The amount of any Rent payable by the City shall be reduced by the amount of investment earnings, contributions by the City and other monies on deposit in the Debt Service Fund for the Bonds (excluding monies on deposit in the Reserve Account which shall only be applied to reduce the amount of the Rent payable in connection with the final principal payment date on the Bonds).

The City hereby covenants and agrees to pay Rent in full on the dates due even if the proceeds of the Bonds are insufficient to pay the entire cost of the Project and the City must find additional sources of funds to complete the Project.

2.03 **Additional Rent.** Two business days prior to each March 1 and September 1 during the Leasehold Term, beginning two business days prior to September 1, _____, the City agrees to pay to the Fiscal Agent, without deduction or offset, except as otherwise provided for herein, Additional Rent of \$_____ until an amount equal to the Reserve Requirement is accumulated in the

Reserve Amount. If thereafter during the Leasehold Term, the amount on deposit in the Reserve Account for the Bonds falls below the Reserve Requirement, the City agrees to pay to the Fiscal Agent for the CDA, without deduction or offset, except as otherwise provided for herein, Additional Rent monthly on the first day of each month until the Reserve Requirement is again on deposit in the Reserve Account. The Additional Rent payable each month shall be equal to the initial amount of the deficit in the Reserve Account, divided by the number of months initially remaining to the next interest payment date on the Bonds. This Additional Rent shall become payable upon receipt by the City of notice of a deficiency in the Reserve Account.

The amount of Additional Rent payable by the City shall be reduced by the amount of investment earnings, contributions by the Municipality or other monies deposited into the Reserve Account.

The obligation of the City to pay Rent and Additional Rent is conditioned upon annual appropriation of the Rent payment by the City. The Parties acknowledge that the Leased Property is being leased at its fair market value.

For as long as any of the Bonds remain outstanding, the City will maintain a debt limit capacity such that the combined outstanding principal amount of (i) the City's general obligation bonds or notes or certificates of indebtedness and (ii) the maximum annual debt service on the Bonds (\$_____), shall at no time exceed the City's lawful debt limit.

- 2.04 Debt Service on Bonds.** The CDA covenants and agrees that the Rent payable hereunder shall be used only to pay the principal of and interest on the Bonds, as provided in the Resolution, and that no Rent shall be used to pay operating expenses of the CDA. The CDA covenants and agrees that the Additional Rent payable hereunder shall be used only to fund or replenish the Reserve Account.
- 2.05 Payment of Costs and Expenses.** If the City defaults under any provisions of this Agreement and the CDA employs attorneys or incurs other expenses for the collection of payments due or for the enforcement of performance or observance of any other obligation or agreement on the part of the City herein contained, the City agrees that it will on demand therefor pay to the CDA the reasonable fees of such attorneys and such other reasonable expenses so incurred by the CDA.
- 2.06 Not Debt.** Notwithstanding any provision to the contrary herein, by implication or otherwise, the obligations of the City created by or arising out of this Agreement shall not be general debt obligations of the City and do not constitute or give rise to charges against its general credit or taxing powers.
- 2.07 Repairs and Maintenance.** The City covenants and agrees throughout the Leasehold Term to maintain the Leased Property and keep the same in as good order and condition as the same are in upon the effective date of this Agreement.
- 2.08 Utilities.** The City agrees to pay or cause to be paid all charges for gas, electricity, light, heat and power, telephone or other communication service, and any other service used, rendered or supplied upon or in connection with the Leased Property during the Leasehold Term and to protect the CDA and save it harmless against any liability or damages on such account. The City

shall also procure any and all necessary permits, licenses, easements, or other authorizations thereafter required for the lawful and proper installation and maintenance upon the Leased Property of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such services to and upon the Leased Property.

- 2.09 Prepayment.** The CDA authorizes the City, in its stead to call the Bonds for redemption prior to maturity, in whole or in part, pursuant to the terms and conditions of the Resolution, provided that the City shall prepay its Rent hereunder so that the Rent suffices to pay the principal of, premium, if any, and interest on the Bonds due at the time of redemption. The City agrees that it shall not make any prepayments of Rent due under this Lease without calling for redemption of the applicable Bonds, without the consent of the CDA.

ARTICLE III

COVENANTS OF MUNICIPALITY

- 3.01 Restriction on Use.** The City covenants that the Leased Property shall be used for public purposes. The CDA covenants and agrees that the Leased Property shall be and remain open to and available for public use to the same extent and in the same manner as if the Leased Property were owned by the City. The Parties both agree that, during the term hereof, no portion of the Leased Property shall be sold to, leased to or otherwise used by a private party for an amount which would cause the Bonds to become "private activity bonds" under the provisions of the Internal Revenue Code and the regulations promulgated thereunder.
- 3.02 Public Liability Insurance.** The City, at its expense, shall maintain or cause to be maintained during the Leasehold Term general public liability insurance against all claims for personal injury, death or property damage for which either Party might be liable, occurring upon, in or about the Leased Property or any buildings, facilities, sidewalks, streets and passageways, therein or thereon; in the amount of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate per year in respect of personal injury and death and property damage, or such other limits as may be mutually agreed upon. The CDA shall be a named insured.
- 3.03 Hazard Insurance.**
- (a) The City, at its expense, shall cause any structures that are part of the Leased Property to be continually insured during the Leasehold Term against damage or destruction by fire, windstorm and any other loss or damage customarily insured in comparable structures in an amount equal to the replacement value of the property.
 - (b) In case of damage, loss or destruction of the Leased Property, or any part thereof, or any lost fixtures or equipment thereof during the Leasehold Term, the proceeds of any insurance which pertains to such premises, fixtures and equipment shall be used and applied by the City as promptly as possible to repair, restore, rebuild or replace the same as nearly as possible to the condition existing prior to such damage, loss or destruction.
 - (c) In consideration of the provisions of this Agreement giving and granting to the City exclusive possession, custody and control of the Leased Property, the City hereby assumes

all risks during the Leasehold Term in connection with any damage, loss or destruction of the Leased Property, or any part thereof, or any fixtures or equipment thereof from any and all causes whatsoever, and, in the event of any such damage, loss or destruction, the City covenants and agrees to repair, restore, rebuild or replace the same as nearly as possible to the condition they were in immediately prior to such damage, loss or destruction either from the proceeds of insurance as hereinabove in this Section 3.03 provided, or, to the extent such proceeds of insurance are insufficient or unavailable therefor, from available appropriations of moneys derived from other sources.

- 3.04 Compliance with Laws and Regulations.** The City agrees that throughout the Leasehold Term it will promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and local governments and agencies and departments thereof which are applicable to the City and the Leased Property, and whether or not the same requires structural repairs or alterations, which may be applicable to the Leased Property, the fixtures or equipment thereof, or the sidewalks, curbs and parking areas adjoining the demised premises, or the use or manner of use of the Leased Property. The City will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force during the Leasehold Term of this Agreement with respect to the Leased Property and the fixtures and equipment thereof.
- 3.05 Alterations and Additions to Leased Property.** The City shall have the right at any time and from time to time during the Leasehold Term, without liability to the CDA, to make such changes, alterations and additions, structural or otherwise, to the Leased Property and any fixtures and equipment thereof, now or hereafter located on the Leased Property, as the City shall deem necessary or desirable in connection with the use of the Leased Property. All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leased Property or the Rent value thereof. The cost of any such change, alteration or addition shall be promptly paid and discharged so that the Leased Property shall at all times be free of liens for labor and materials supplied to the Leased Property, provided, however, that the City may in good faith contest any lien if adequate security is provided during the pendency of proceedings so that the Leased Property is not in danger of being lost through lien foreclosure or otherwise. All alterations, additions and improvements to the Leased Property shall be and become a part of the realty covering the Leased Property.
- 3.06 Covenants Against Waste.** The City covenants during the term of the Lease not to do or suffer or permit any waste or damage, disfigurement or injury to the Leased Property or any building or improvement now or hereafter on the Leased Property or the fixtures or equipment thereof.
- 3.07 Municipal Budget; Consequences of Non-Appropriation; Non-Substitution.** The City hereby covenants that its staff will include the Rent and Additional Rent to become due hereunder in its annual budget submitted to the Common Council for approval during each year of the Leasehold Term, and further covenants that its staff will request the necessary appropriation from the Common Council and will exhaust all available administrative reviews and appeals in the event that portion of the budget is not approved. The City reasonably believes, expects and intends that funds will be budgeted and appropriated sufficient to make all payments of Rent and

Additional Rent during the term of this Agreement.

If the Common Council in any year does not budget and appropriate the Rent and Additional Rent to become due during the next succeeding year, the City will provide written notice to that effect to the CDA, to the Fiscal Agent and to the Government, no later than 15 calendar days after adoption and approval of that annual budget. This Lease Agreement shall terminate 30 calendar days after notice of any non-appropriation has been given by the City to the CDA (the "Termination Date") unless, prior to such date, the City adopts an amendment to its budget appropriating the Rent and Additional Rent becoming due or otherwise provides for the payment of such Rent and Additional Rent. The City shall, upon such termination, and no later than the Termination Date, peacefully quit, surrender and deliver up to the CDA, its successors or assigns, the Leased Property in good condition, ordinary wear and tear excepted. Upon such termination, in the event any of the Leased Property has become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, the City shall repair or replace such Leased Property at the City's sole cost prior to surrender of the Leased Property to the CDA, with said repair or replacement subject to the CDA's reasonable approval.

The City will also, whether or not the Rent and Additional Rent due under this Agreement are budgeted and appropriated, furnish the CDA, the Government and the Fiscal Agent with a copy of its annual budget within 15 calendar days of its adoption.

3.08 Tax Covenant. The Parties covenant for the benefit of the Owners that they will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City and the CDA or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its excludability from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code and applicable Regulations, or (ii) would cause interest on the Bonds to lose its excludability from alternative minimum taxable income as defined in Section 55(b)(2) of the Internal Revenue Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Internal Revenue Code in calculating corporate alternative minimum taxable income, or (iii) would subject the City or the CDA to any penalties under Section 148 of the Internal Revenue Code. The foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the Bonds, until the date on which all obligations of the City and the CDA in fulfilling the above covenant under the Code have been met.

3.09 Audit. The City will include the CDA's financial statements in its annual audit and will pay all costs associated with doing so.

ARTICLE VI

ASSIGNMENT, SUBLETTING AND MORTGAGING

4.01 Assignment and Subleasing by the City. This Agreement may not be assigned by the City for any reason. However, the Leased Property may be subleased, as a whole or in part, by the City without the necessity of obtaining the consent of the CDA, subject, however, to each of the

following conditions:

- (a) The Leased Property may be subleased, in whole or in part, only to the Library or, in the event the Library does not desire to sublease the Leased Property, to another entity or entities if, in the opinion of nationally recognized municipal bond counsel, such sublease will not cause the Municipality to violate its tax covenant contained herein;
- (b) This Lease, and the obligations of the City hereunder, shall at all times during the Leasehold Term remain obligations of the City, except that the obligations contained in Sections 2.07, 2.08, 3.01 and 3.05 may be transferred to the Library pursuant to a sublease agreement between the City and the Library;
- (c) The City shall furnish or cause to be furnished to the CDA a copy of any sublease agreement;
- (d) All Rent payments by the sublessee under the sublease shall be paid directly to the CDA to be applied as Rent, but such sublease shall not relieve the City from its liability to pay the CDA such Rent, as set forth herein, if the sublessee fails to make any such Rent payment(s);
- (e) The Mortgage permits such sublease; and
- (f) The Government consents to such sublease.

Except pursuant to the Mortgage or as otherwise permitted herein, so long as the Bonds are outstanding, neither the City nor the CDA shall mortgage, assign or pledge its interests in the Leased Property or any Rent payable with respect thereto.

4.02 Priority of Lease. No sublessee or assignee of the Leased Property shall mortgage, assign or pledge its interest in the Leased Property or any Rent payable with respect thereto unless such mortgage, assignment or pledge is subordinate to this Agreement. Any sublease of the Leased Property by a sublessee shall comply with all requirements of Section 4.01 above for a sublease of the Leased Property by the City.

4.03 Mortgage. The City acknowledges that the CDA has entered into the Mortgage as a long-term mortgage on the Leased Property for as long as any of the Bonds remain outstanding and covenants that it will not take any action that would cause the CDA to breach the terms of the Mortgage or the Agreement, provided, however, that notwithstanding the foregoing or any provisions of the Mortgage, payment of all Rent and Additional Rent herein is and remains expressly conditioned upon annual appropriation by the Common Council and failure of the Common Council to appropriate any Rent or Additional Rent shall not constitute a breach of this Section 4.03.

ARTICLE V

CONDITIONS OF LEASE

5.01 Merger of Interest. It is mutually agreed by the Parties that so long as the Bonds are outstanding, the leasehold interest and estate created by this Agreement shall not be merged or deemed to be merged with any reversionary interest and estate of the City in the Leased Property.

- 5.02 Right to Inspect.** The City covenants and agrees during the Leasehold Term to permit the CDA and the authorized agents and representatives of the CDA or the owners of the Bonds to enter the Leased Property at all times during usual business hours for the purpose of inspecting the same.
- 5.03 Character of Lease.** It is mutually agreed that the Lease granted under this Agreement is an absolutely “net” lease and notwithstanding any language herein to the contrary, it is intended and the City expressly covenants and agrees that all Rent and other payments herein required to be made by the City to the CDA shall be made without notice or demand and without set-off, counterclaim, abatement, suspension, deduction or defense, and shall be net payments to the CDA, meaning that the CDA is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring or protection of the Property or any part thereof, all such obligations being the responsibility of the City.
- 5.04 Condition of Premises.** The City, prior to the occupancy thereof, and at all times thereafter, shall fully familiarize itself with the physical condition of the Project Property and any improvements, fixtures and equipment thereof. The CDA makes no representations whatever in connection with the condition of the Project Property or the improvements, fixtures or equipment thereof, and the CDA shall not be liable for any latent or patent defects therein. The Project Property is leased to the City “As Is” in all respects.
- 5.05 Consent to Suit.** The City hereby consents and agrees to the institution of any and all actions, including mandamus, against the City or any of its officers which may arise out of this Agreement and, to the extent permitted by law, the City waives resort prior to the bringing of any such action by the CDA, as lessor hereunder, or its assignees to any administrative claim procedure provided in the Wisconsin Statutes.
- 5.06 Transfer of Title to the City - Conditions.** Upon full and final payment of all Bonds (or if all Bonds shall, prior to maturity or redemption date thereof, have been discharged within the meaning of the Resolution) and of all amounts due under this Lease Agreement,
- a) This Agreement shall terminate and neither the City nor the CDA nor any Owner of the Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested; and
 - b) Title to the Leased Property shall, without any further payment, be transferred to the City, and the CDA shall execute any document of conveyance reasonably requested by the City to evidence such transfer.

ARTICLE VI

MISCELLANEOUS

- 6.01 Amendments.** No modification, alteration or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties and by the Government hereto.

- 6.02 Successors.** Except as limited or conditioned by the express provisions hereof, the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
- 6.03 Governing Law.** The laws of the State of Wisconsin shall govern this Agreement.
- 6.04 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- 6.05 Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.
- 6.06 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

City Administrator
City of Baraboo
101 South Boulevard
Baraboo, WI 53913

With Copies to:

City Attorney
City of Baraboo
101 South Boulevard
Baraboo, WI 53913

Library Director
Baraboo Public Library
124 4th Street
Baraboo, WI 53913

If to the CDA/Fiscal Agent:

Executive Director
Community Development Authority of the City of Baraboo
101 South Boulevard
Baraboo, WI 53913

If to the Government:

Rural Development, United States Department of Agriculture
5417 Clem's Way
Stevens Point, WI 54482

Any party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

- 6.07 Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provisions or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The

invalidity of any one or more phrases, sentences, clauses or Sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

- 6.08 No Waivers.** Failure of either Party to exercise its rights in connection with any breach or violation of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the CDA shall not be deemed to be a waiver of any preceding breach by the Municipality of any term, covenant or condition of this Agreement, other than the failure of the Municipality to pay the particular Rent so accepted, regardless of the CDA's knowledge of such preceding breach at the time of acceptance of such rent.
- 6.09 Recording.** Either party hereto may record this Lease Agreement, or a memorandum or short form hereof, executed by both of such parties, in the office of the Register of Deeds for Sauk County, Wisconsin.
- 6.10 No Personal Liability.** Under no circumstances shall any officer, elected official or employee of the City or the CDA have any personal liability arising out of this Agreement, nor shall any party seek or claim any such personal liability.
- 6.11 Beneficiaries of Agreement.** This Agreement has been entered into by the City and the CDA for the benefit of the City, the CDA and the Owners of the Bonds, and is not revocable by either Party prior to the payment in full of the Bonds. This Agreement shall be binding upon and inure to the benefit of both Parties and shall constitute a third party beneficiary contract for the benefit of the Owners of the Bonds. Nothing in this Agreement expressed or implied is intended or shall be construed to give any person other than the City, the CDA and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions or provisions therein or herein contained; all such covenants are for the sole and exclusive benefit of the City, the CDA and the Owners of the Bonds.

IN WITNESS WHEREOF, the City of Baraboo, Wisconsin, has caused this Agreement to be executed by its City Administrator and City Clerk and its seal affixed, and the Community Development Authority of the City of Baraboo, Wisconsin, has caused this Lease Agreement to be executed by its Executive Director on the date so indicated below.

(Signature lines intentionally omitted on draft)

EXHIBIT A

DESCRIPTION OF THE PROJECT PROPERTY

SUBLEASE AGREEMENT
between the
CITY OF BARABOO, WISCONSIN
and the
CARNEGIE-SCHADDE MEMORIAL PUBLIC LIBRARY OF THE CITY OF BARABOO

THIS SUBLEASE AGREEMENT is made and entered into by and between the City of Baraboo, a Wisconsin municipal corporation, and the Carnegie-Schadde Memorial Public Library Board of Trustees of the City of Baraboo, a Wisconsin public library formed pursuant to and governed by Chapter 43 of the Wisconsin state statutes.

WITNESSETH:

WHEREAS, the CDA has acquired and is currently in possession of the real estate described in Exhibit A hereto; and

WHEREAS, the CDA is carrying out a program of community redevelopment on the Project Property, consisting of financing the acquisition of the Project Property and the construction of and renovations to the Library through the issuance of \$_____ in Bonds; and

WHEREAS, pursuant to the provisions of §§66.1335 and 66.1333(9), Wis. Stats., the CDA has the power to lease real property and personal property in its possession to a public body for use in accordance with a redevelopment plan; and

WHEREAS, the City leased the Project Property and all buildings and fixtures thereon and other improvements thereto from the CDA; and

WHEREAS, §43.58, Wis. Stats., provides that the Library Board shall have exclusive charge, control and custody of all lands, buildings, money or other property devised, bequeathed, given or granted to, or otherwise acquired or leased by, the City for library purposes; and

WHEREAS, pursuant to §43.58, Wis. Stat., and §4.01(a) of the City/CDA Agreement, attached hereto as Exhibit B, the City is authorized to sublease the Project Property and all buildings and fixtures thereon and other improvements thereto to the Library and, as part of the Sublease, the City may transfer certain obligations contained in the City/CDA Agreement from the City to the Library Board; and

WHEREAS, on _____, the City's Common Council passed Resolution Number _____ authorizing the Municipality's Representatives to execute this Agreement, and on _____, the Library Board passed Resolution Number _____ authorizing the Library's Representative to execute this Agreement.

NOW, THEREFORE, for the mutual consideration contained herein, the City and the Library Board agree as follows.

ARTICLE I
DEFINITIONS

1.01 Definitions. The following words and terms shall have the following meanings in this Sublease unless the text expressly or by necessary implication requires otherwise:

- a. **"Agreement"** or **"Sublease"** means this Sublease Agreement between the Library Board and the City.
- b. **"Bonds"** means the Community Development Lease Revenue Refunding Bonds, dated _____, issued by the CDA in the principal amount of \$_____ to provide financing for the acquisition of the Project Property and the Project.
- c. **"CDA"** means the Community Development Authority of the City of Baraboo.
- d. **"City"** means the City of Baraboo, Wisconsin.
- e. **"City/CDA Lease Agreement"** means the Lease Agreement between the CDA and the City, effective _____ and attached hereto as Exhibit B.
- f. **"Commencement Date"** means the date of commencement of the Leasehold Term as provided in Section 2.01 hereof.
- g. **"Leased Property"** means the Project Property and all improvements and fixtures thereto.
- h. **"Leasehold Term"** means the term of this Agreement as provided in Section 2.01 hereof.
- i. **"Library"** means the Carnegie-Schadde Memorial Public Library of the City of Baraboo.
- j. **"Library Board"** means the Library Board of Trustees for the Carnegie-Schadde Memorial Public Library of the City of Baraboo.
- k. **"Library Representative"** means the Library Director or such other employee or officer of the Library appointed by the Library Board to act on behalf of the Library under this Agreement.
- l. **"Municipality Representative"** means the Mayor, City Administrator or such other officer of the City appointed by the City Council to act on behalf of the City under this Agreement.
- m. **"Parties"** jointly means the City and the Library.
- n. **"Party"** means either the City or the Library.
- o. **"Project"** means a program of community redevelopment to be carried out by the CDA on the Project Property, consisting of financing or refinancing the acquisition of property and the construction of and renovations to the Library and Leased/Project Property.
- p. **"Project Property"** means the real estate including all improvements thereto described in Exhibit A hereto.
- q. **"Rent"** means the rent to be paid by the City to the CDA pursuant to Section 3.2(a) of the CDA/City Lease Agreement.
- r. **"Resolution"** means the resolution authorizing the issuance of the Bonds adopted by the CDA on _____.

ARTICLE II
TERM AND RENT

- 2.01** **Term.** This Agreement shall be effective on the date of full execution by the Parties and shall expire on the final maturity date of the Bonds, unless the Parties shall sooner terminate this Agreement by mutual written agreement.
- 2.02** **Rent.** During the Leasehold Term, the Library Board agrees to pay to the City rent payments in the amount of \$_____ semiannually two business days prior to March 1 and two business days prior to September 1 of each year commencing two business days prior to September 1, _____.
- 2.03** **Repairs and Maintenance.** The Library Board covenants and agrees throughout the Leasehold Term to maintain the Leased Property and keep the same in as good order and condition as the same are in upon the effective date of this Agreement.
- 2.04** **Alterations and Additions to Leased Property.** The Library Board shall have the right at any time and from time to time during the Leasehold Term, without liability to the City, to make such changes, alterations and additions, structural or otherwise, to the Leased Property and any fixtures and equipment thereof, now or hereafter located on the Leased Property, as the Library Board shall deem necessary or desirable in connection with the use of the Leased Property. All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leased Property or the Rent value thereof. The cost of any such change, alteration or addition shall be promptly paid and discharged so that the Leased Property shall at all times be free of liens for labor and materials supplied to the Leased Property, provided, however, that the Library Board may in good faith contest any lien if adequate security is provided during the pendency of proceedings so that the Leased Property is not in danger of being lost through lien foreclosure or otherwise. All alterations, additions and improvements to the Leased Property shall be and become a part of the realty covering the Leased Property.
- 2.05** **Utilities.** The Library Board agrees to pay or cause to be paid all charges for gas, electricity, light, heat and power, telephone or other communication service, and any other service used, rendered or supplied upon or in connection with the Leased Property during the Leasehold Term and to protect the City and save it harmless against any liability or damages on such account. The Library Board shall also procure any and all necessary permits, licenses, easements, or other authorizations thereafter required for the lawful and proper installation and maintenance upon the Leased Property of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such services to and upon the Leased Property.

ARTICLE III
COVENANTS OF LIBRARY

- 3.01** **Restriction on Use.** The Library Board covenants that the Leased Property shall be used for public purposes, and that the use shall be in full compliance with the requirements placed on public

libraries in Chapter 43 of the Wisconsin State Statutes. The Parties both agree that, during the term of this Agreement, no portion of the Leased Property shall be sold to, leased to or otherwise used by a private party for an amount which would cause the Bonds to become “private activity bonds” under the provisions of the Internal Revenue Code and the regulations promulgated thereunder.

- 3.02 Claims.** The Library Representative shall notify the City Clerk and City Attorney immediately of any and all claims or anticipated claims for personal injury, death or property damage for which either Party might be liable, occurring upon, in or about the Leased Property or any buildings, facilities, sidewalks, streets and passageways, therein or thereon.
- 3.03 Compliance with Laws and Regulations.** The Library Board agrees that throughout the Leasehold Term it will promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and local governments and agencies and departments thereof which are applicable to the Library and the Leased Property, and whether or not the same requires structural repairs or alterations, which may be applicable to the Leased Property, the fixtures or equipment thereof, or the sidewalks, curbs and parking areas adjoining the demised premises, or the use or manner of use of the Leased Property. The Library Board will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force during the Leasehold Term of this Agreement with respect to the Leased Property and the fixtures and equipment thereof.
- 3.05 Covenants against Waste.** The Library Board covenants during the term of the Agreement not to do or suffer or permit any waste or damage, disfigurement or injury to the Leased Property or any building or improvement now or hereafter on the Leased Property or the fixtures or equipment thereof.

ARTICLE VI

ASSIGNMENT, SUBLETTING AND MORTGAGING

- 4.01 Assignment and Subleasing by the Municipality.** This Agreement may not be assigned or subleased by the Library Board for any reason without prior written authorization and consent of the City.

ARTICLE V

CONDITIONS OF LEASE

- 5.01 Right to Inspect.** The Library Board covenants and agrees during the term of this Agreement to permit the City and/or the CDA and the authorized agents and representatives of the City and/or CDA and/or the owners of the Bonds to enter the Leased Property at all times during usual business hours for the purpose of inspecting the same.
- 5.02 Character of Lease.** It is mutually agreed that this Sublease is an absolutely “net” lease and notwithstanding any language herein to the contrary, it is intended and the Library expressly covenants and agrees that all Rent and other payments herein required to be made by the Library to the City shall be made without notice or demand and without set-off, counterclaim, abatement,

suspension, deduction or defense, and shall be net payments to the City, meaning that the City is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring or protection of the Property or any part thereof, all such obligations being the responsibility of the Library Board.

- 5.04 Condition of Premises.** The Library Board, prior to the occupancy of the Project Property, and at all times thereafter, shall fully familiarize itself with the physical condition of the Project Property and any improvements, fixtures and equipment thereof. The City makes no representations whatever in connection with the condition of the Project Property or the improvements, fixtures or equipment thereof, and the City shall not be liable for any latent or patent defects therein. The Project Property is leased to the Library Board "As Is" in all respects.

ARTICLE VI

MISCELLANEOUS

- 6.01 Amendments.** No modification, alteration or amendment to this Agreement shall be binding upon either Party hereto until such modification, alteration or amendment is reduced to writing and executed by both Parties.
- 6.02 Successors.** Except as limited or conditioned by the express provisions hereof, the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
- 6.03 Governing Law.** The laws of the State of Wisconsin shall govern this Agreement.
- 6.04 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- 6.05 Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.
- 6.06 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

City Administrator
City of Baraboo
101 South Boulevard
Baraboo, WI 53913

With a Copy to:

City Attorney
City of Baraboo
101 South Boulevard
Baraboo, WI 53913

If to the Library:

Library Director
 Baraboo Public Library
 124 4th Street
 Baraboo, WI 53913

Any party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

- 6.07 Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provisions or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.
- 6.08 No Waivers.** Failure of either Party to exercise its rights in connection with any breach or violation of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by the Library of any term, covenant or condition of this Agreement, other than the failure of the Library to pay the particular Rent so accepted, regardless of the CDA's knowledge of such preceding breach at the time of acceptance of such rent.
- 6.09 Recording.** Either Party hereto may record this Agreement, or a memorandum or short form hereof, executed by both of such parties, in the office of the Register of Deeds for Sauk County, Wisconsin.
- 6.10 No Personal Liability.** Under no circumstances shall any officer, elected official or employee of the City or the Library Board have any personal liability arising out of this Agreement, nor shall any party seek or claim any such personal liability.

IN WITNESS WHEREOF, the Library Representative and the Municipality Representative, as authorized by the Library Board and Common Council, respective, have caused this Agreement to be executed on the date(s) so indicated below.

(Signature lines intentionally omitted on draft)

EXHIBIT A

DESCRIPTION OF THE PROJECT PROPERTY

NBR - 9

RESOLUTION NO. 2020-

Dated: July 14, 2020

The City of Baraboo, Wisconsin

Background

In 2019, GovHRUSA, LLC, (GovHR) was retained by the City to conduct a search for the City Administrator. As part of their retainer agreement with the City, GovHR gave a guarantee to the City which provided for a new search free of charge except for expenses should the City's selected candidate not remain with the City for one year.

GovHR has since reached out to the City and offered to conduct the search for only the expenses related to advertising for the position, for a not to exceed amount of \$2,500. The proposed contract for the new search, including a timeline for conducting the search and letter from GovHR President Heidi Voorhees to Mayor Palm, is attached to this Resolution.

Note: (☒ one) ☐ Not Required ☐ Budgeted Expenditure ☒ Not Budgeted

Comments: Not budgeted, funds will come from Fund Balance.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the Mayor and the City Clerk be authorized to execute a contract on behalf of the City with GovHRUSA, LLC, authorizing GovHRUSA, LLC, to conduct a recruitment search for the City Administrator position for a cost not to exceed \$2,500 (the expenses related to advertising the position).

Offered by: Finance and Personnel Committee

Approved: _____

Motion:

Second:

Attest: _____

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into by and between the City of Baraboo, a Wisconsin municipal corporation with a mailing address of 101 South Blvd., Baraboo, WI 53913 ("City"), and GovHRUSA, LLC, an Illinois limited liability corporation with a mailing address of 630 Dundee Road, Suite 130, Northbrook, IL 60062 ("Contractor"). The City and the Contractor may be jointly referred to herein as the "Parties" or individually as a "Party."

NOW, THEREFORE, for the mutual consideration contained herein, the Parties agree as follows:

1. Term. This Agreement shall be valid on the date of full execution by the Parties ("Start Date") and expires upon the selection by the Baraboo Common Council of a full-time City Administrator pursuant to the terms contained in Attachments A, B and C.
2. Component Parts of this Agreement. This Agreement consists of the following component parts, all of which are as fully a part of this Agreement as if herein set out verbatim or, if not attached, as if hereto attached.
 - a. Attachment A, Letter from Heidi Voorhees to Mayor Palm, dated July 2, 2020
 - b. Attachment B, Recruitment and Selection Process – Proposed Schedule, received July 2, 2020
 - c. Attachment C, Proposal to City Administrator Ed Geick, dated May 22, 2019, with attached Resolution 2019-45.
3. Scope of Work. The Contractor shall perform as required under this Agreement and, unless otherwise expressly stated herein, shall provide the following service to the City: The Contractor shall perform a recruitment and selection process for the City for the City Administrator position as provided for in Attachment C under the section titled "GovHR Guarantee," and as more fully described in Attachments A, B and C ("Service").
4. Contract Price and Payment. For the Service provided under this Agreement, the City shall pay the Contractor an amount not to exceed two thousand five hundred dollars and zero cents (\$2,500.00) which shall be the true and actual amount the Contractor spends on advertising for the City Administrator position. If the Contractor spends more than \$2,500.00 on advertising, the City shall in no way be responsible for reimbursing the Contractor for the overage. The Contractor expressly waives the right to seek compensation for any other costs or expenses associated with the Service. Payment will be made by the City to the Contractor within 30-calendar day's receipt by the City of the Contractor's invoice.
5. Confidentiality. During the term of this Agreement, the Contractor may have access to confidential information related to the City and agrees to maintain strict confidentiality of said information for the duration of the Agreement and after the expiration or termination of this Agreement.

6. INDEMNIFICATION. THE CONTRACTOR AGREES TO THE FULLEST EXTENT PERMITTED BY LAW TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF BARABOO AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS FROM ANY DAMAGE, LIABILITY OR COST, INCLUDING REASONABLE ATTORNEYS' FEES AND COST OF DEFENSE, TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT ACTS, ERRORS OR OMISSIONS IN THE PERFORMANCE OF THE SCOPE OF WORK UNDER THIS CONTRACT, AS WELL AS THOSE OF THE CONTRACTOR'S SUB-CONTRACTORS OR ANYONE FOR WHOM THE CONTRACTOR IS LEGALLY LIABLE. THE CONTRACTOR IS NOT OBLIGATED TO INDEMNIFY THE CITY OF BARABOO IN ANY MANNER FOR THE CITY'S NEGLIGENCE.
7. Insurance. The Contractor agrees to have and maintain insurance for the duration of this Agreement pursuant to the terms provided in Attachment D. The Contractor further agrees to provide a Certificate of Insurance to the City within 24-hours of the City's request.
8. Termination.
 - a. For Cause Termination. If either Party breaches in any material respect any of its material obligations under this Agreement, in addition to any other right or remedy the non-breaching party may terminate this Agreement in the event that the breach is not cured within 60-calendar days after receipt by that Party of written notice of the breach.
 - b. Without Cause Termination. The City shall have the right to terminate this Agreement without cause upon 30-calendar days notice to the Contractor.
 - c. Effect of Termination. Upon termination of this Agreement, the Contractor shall immediately return to the City all materials the Contractor may have that belong to the City, including any records that are the property of the City. Any outstanding monies owed by the City to the Contractor shall be paid not less than 30-calendar days after the date of termination.
9. Disputes. In the event of a dispute between the Parties relating to this Agreement, the Parties shall endeavor to resolve the dispute between themselves prior to resorting to legal action.
10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. Authority to Sign. Each Party represents that the individual signing this Agreement on its behalf has the authority to do so and to legally bind the Party. Each Party further represents that the execution, delivery and performance of this Agreement by the respective Party has been fully vetted and validly authorized by all necessary legal or corporate action.
12. Notice. As used in this Agreement, "notice" shall mean an instrument in writing that is deemed to have been delivered when (a) delivered in person, (b) one calendar day after being sent via email to the below email address, or (c) if sent via mail, three business days after being sent via registered or certified mail to the below postal address:

If to the City: Mayor Mike Palm
101 South Blvd.
Baraboo, WI 53913
mpalm@cityofbaraboo.com

With a Copy to: City Attorney Emily Truman
101 South Blvd.
Baraboo, WI 53913
etruman@cityofbaraboo.com

If to GovHRUSA: Heidi Voorhees, President
630 Dundee Road, Suite 130
Northbrook, IL 60062
hvoorhees@govhrusa.com

13. Amendments. This Agreement may be amended at any time upon mutual written agreement executed by each of the Parties.

CITY OF BARABOO

Mike Palm, City Administrator

Date

Brenda Zeman, City Clerk

Date

GOVHRUSA, LLC, CONTRACTOR

Signature



Date: July 7, 2020

Print:

Heidi Voorhees

Title:

President

Signature: _____

Date: _____

Print: _____

Title: _____



July 2, 2020

Mayor Mike Palm
101 South Blvd
Baraboo, WI 53913

Dear Mayor Palm,

This will confirm our conversation regarding GovHRUSA's commitment to the City of Baraboo's successful recruitment of a City Administrator. GovHR will honor and undertake all of the steps in the recruitment and selection process outlined in the signed contract dated May 22, 2019. We also make the following assurances that differ from the first contract:

- In addition to honoring our guarantee to redo the recruitment and selection process, GovHR will charge only for the cost of advertising which will not exceed \$2500.
- I (Heidi Voorhees, President of GovHRUSA) will be the consultant for this next process and will be the only person you will work with on this next process.
- GovHR will provide all documentation from the candidate vetting process to you and the members of the City Council. This includes reference calls, all articles related from media searches, social media searches, etc.

I have also included a proposed timeline for this next recruitment process. I am available to answer any questions about this contract or the timeline at your convenience or at your July 14th meeting. I can always be reached at 847-902-4110.

Sincerely,

A handwritten signature in cursive script that reads 'Heidi Voorhees'.

Heidi Voorhees, President
GovHRUSA, LLC

ACCEPTED:

Mayor Mike Palm, City of Baraboo



**Baraboo, WI
City Administrator
Recruitment and Selection Process
Proposed Schedule**

July 14	Consultant receives approval to move ahead with the recruitment and selection process. Position announcement and recruitment brochure are revised and approved for distribution on websites, social media and to databases of potential candidates. Consultant reaches out to potential candidates.
August 18	Deadline for resumes
August 18 – Sept. 4	GovHRUSA conducts candidate review, due diligence and video interviews
September 4	Recruitment report sent to Baraboo Mayor and City Council
Week of September 8	Recruitment Report reviewed with Baraboo Mayor and City Council and they select candidates to interview
Mid-September	Baraboo conducts interviews for Baraboo City Administrator

NBO - 1

The City of Baraboo, Wisconsin

Background: The Public Safety Committee considered a request to restrict parking on the south side of Quarry Street, east of Waldo Street, at their July 13th, 2020 meeting.

Based on recommendations from the City Engineer and Chief of Police, the Committee unanimously recommended that the Common Council approve this change.

Fiscal Note: (check one) ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted** **Comments:**

An Ordinance revising the City of Baraboo Code of Ordinances §7.02 (2)(b)2 to provide for:

No Parking Any Time on the south side of Quarry Street, from a Waldo Street to a point 350 east of the centerline of Waldo Street.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO
ORDAIN AS FOLLOWS:

1. The City of Baraboo Code of Ordinances § 7.02(2)(b)2, the Official Traffic Map, is revised to provide for:

No Parking Any Time on the south side of Quarry Street, from a Waldo Street to a point 350 east of the centerline of Waldo Street.

2. This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the 28th day of July 2020 and is recorded on page _____ of volume _____.

City Clerk: _____

NBO - 2

The City of Baraboo, Wisconsin

Background: Chapter 12 of the City Code regulates licenses and permits issued by the City. Section 12.01 lists the general provisions applicable to all licenses and permits issued by the City, unless there is a difference stated within an ordinance.

A review of this Section found that subs. (6), "License and Permit Term," contained an expiration date of December 30 for all licenses and permits unless otherwise provided. It is requested that this date be amended to December 31, to coincide with the end of the calendar year. The subs. also references a "soda water license" which is not referenced anywhere else in the Codebook and therefore should be struck.

The proposed changes were reviewed by the Administrative Committee on July 6, 2020, with a unanimous recommendation that Council approve the changes.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. Section 12.01(6) of the Baraboo Municipal Code is amended as follows:

- (6) LICENSE AND PERMIT TERM. Except for alcohol beverage ~~and~~, cigarette ~~and soda water~~ licenses, which terminate on June 30 of each year, unless otherwise provided, the term of the license year shall end on December 31~~0~~ of each year.

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of _____, 20__, and is recorded on page ____ of volume ____.

City Clerk: _____

NBO - 3

The City of Baraboo, Wisconsin

Background: At the May 12, 2020 Administrative Committee meeting, the Committee members instructed staff to work on creating a new Chapter for the City's Municipal Code dedicated to the regulation and protection of animals. At the July 6, 2020 meeting, a draft of the proposed new Chapter was presented and unanimously recommended on to Council for approval and adoption.

The proposed new Chapter incorporates currently existing ordinances located in Chapter 9, "Orderly Conduct," Chapter 10, "Public Nuisances," and Chapter 12, "Licensing and Permits." A reference is also made to the regulations of animals in City parks, which are located in Chapter 19, "Park Regulations."

In addition to moving the currently existing ordinances to the proposed new Chapter, each ordinance was reviewed and edited for completeness, clarity and to ensure they were enforceable. As part of this process:

- Some ordinances were divided into multiple ordinances. Having separate ordinances for each regulation will make the ordinances easier to find and to enforce. For example, there are many different regulations contained in §12.12, "Regulation and Licensing of Animals," which, for the proposed new Chapter, were separated into individual ordinances, including:
 - An animal waste ordinance
 - A vicious animal ordinance
 - A duty to report an animal bite ordinance
 - A dog/cat license ordinance
 - A kennel license ordinance
 - A chicken permit ordinance
- Additional language was added to some ordinances in order to provide clarity. For example, the ordinances for vicious animals and kennels both now contain language regarding how to apply for the respective licenses and how the respective licenses can be revoked. Effort was taken to ensure the new language was consistent with the apparent intent of the ordinance.

Summary of Changes

The following ordinances were moved in their entirety into the proposed new Chapter, and will be recommended for removal from their current location if the new Chapter is adopted:

- Section 9.09, "Animals Regulated."
- Section 9.10, "Prohibited Keeping of Certain Reptiles, Insects, Crocodilians, Spiders, Wild Animals, and other Creatures; Regulation of Livestock and Poultry."
- Section 9.18, "Worrying Parade Animals Prohibited."
- Section 12.12, "Regulation and Licensing of Animals."

- Section 12.13(M), “Regulation and Licensing of Pet Stores.”

The following ordinance was not incorporated into the proposed new Chapter - it contains duplicate regulations as those found in §19.12, “Pat Liston Dog Park,” and therefore is being recommended for removal from the Code:

- Section 12.08A, “Dog Park.”

The following ordinances were not incorporated into the proposed new Chapter - the ordinances deal exclusively with animals within parks, which are regulated by Chapter 19, “Park Regulations.” For consistency, however, a cross-reference was placed at proposed §29.28, “Animals in Parks.”

- Section 19.12, “Pat Liston Dog Park.”
- Section 19.03(8), “Pets in Parks.”
- Section 19.05, “Conduct in Zoo Regulated.”

The following ordinance was moved in its entirety into the proposed new Chapter but should remain referenced at its current location for enforcement purposes:

- Section 10.05(10), “Noisy Animals or Foul.”

The following ordinance was not incorporated into the proposed new Chapter - the subject matter better fits into Chapter 12, “License and Permits”:

- Section 12.08, “Hunting Regulations and Permits.”

Recommended Actions

If Council adopts the proposed new Chapter, it is recommended that the City Attorney be instructed and authorized to make the following changes to the Municipal Code::

- To update the Municipal Code to include the new Chapter,
- To make the corresponding updates to §25.10, “Bond Schedule for Ordinance Violations,”
- To change all of the ordinances moved in their entirety to the proposed new Chapter to “Reserved,” for future Code use, with the exception of §§ 12.08A and 12.13(M) which can be removed in their entirety, and
- To update all cross-references located throughout the Code (e.g., §§ 10.03(6) and 10.05(10).

Fiscal Note: (check one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments:

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. That Chapter 29, Animals, of the Baraboo Municipal Code is adopted as follows:

CHAPTER 29 – ANIMALS

SUBCHAPTER I: General Provisions and Regulation

- 29.01 Creation and Intent
- 29.02 Definitions
- 29.03 State Laws Adopted
- 29.04 Sauk County Animal Shelter
- 29.05 Appointment, Jurisdiction and Powers of Humane Officer
- 29.06 Penalty
- 29.07 Reserved
- 29.08 Reserved

SUBCHAPTER II: Licenses and Permits

- 29.09 Standard Requirements for Licenses and Permits
- 29.10 Licensing of Dogs and Cats
- 29.11 Number of Dogs and Cats per Household Limited; Special Exception Permit
- 29.12 Number of Dogs and Cats per Household: Animal Rescue Permit
- 29.13 Chicken Permit
- 29.14 Vicious Animals; Permit
- 29.15 Regulations and Licensing of Kennels
- 29.16 Regulation and Licensing of Pet Stores
- 29.17 Reserved
- 29.18 Reserved

SUBCHAPTER III: Prohibited Acts

- 29.19 Prohibited Keeping of Certain Reptiles, Insects, Crocodilians, Spiders, Wild Animals and Other Creatures
- 29.20 Prohibited Keeping of Livestock and Poultry
- 29.21 Animals not to be at Large
- 29.22 Animal Waste Regulated
- 29.23 Noisy Animals or Foul Prohibited
- 29.24 Duty to Report Animal Bite
- 29.25 Unlawful to Free Confined or Restrained Animal
- 29.26 Cruelty to Animals
- 29.27 Worriyng Parade Animals Prohibited
- 29.28 Animals in Parks

SUBCHAPTER I: GENERAL PROVISIONS AND REGULATIONS

29.01 CREATION AND INTENT. This Chapter was created by the Common Council on _____, 2020, Ord. XXXX, by combining existing sections of the Municipal Code located in Chapters 9, 10 and 12. The intent of the Council in the creation of this Chapter is to centralize ordinances that regulate or protect animals in the City of Baraboo.

29.02 DEFINITIONS. In this Chapter, unless the context of subject matter otherwise requires, the following words and terms used shall be defined as follows:

- (1) **ADULT CAT.** A cat over five months of age.
- (2) **ADULT DOG.** A dog over five months of age.
- (3) **ANIMAL.** Any live vertebrate or invertebrate creature, either domestic or wild.
- (4) **AT LARGE.** This term shall be defined as set forth in §29.21 of this Code. (2092 09/10/02)

- (5) **CONFINED.** Restriction of an animal at all times by the owner or his/her agent to an escape-proof building or other enclosure.
- (6) **DOMESTIC ANIMAL.** Any animal that normally can be considered tame and converted to home life.
- (7) **HEAD OF THE HOUSEHOLD.** The owner of the dwelling unit in which the household resides, unless (i) an adult residing in the household self-identifies to a law enforcement officer or humane officer that he/she is the head of the household or (ii) the law enforcement officer or humane officer has reasonable cause to believe another adult residing in the household is the head of the household.
- (8) **HOUSEHOLD.** One or more persons residing in a single-family dwelling unit.
- (9) **HUMANE OFFICER.** This term shall be defined as set forth in §29.05 of this Code.
- (10) **KENNEL.** Any premise where a person engages in the business, service or hobby of boarding or training of dogs or cats.
- (11) **OWNER.** Any person owning, harboring, possessing, maintaining, or keeping an animal or the head of household of any premises on which animal remains or to which it customarily returns daily for a period of 10 consecutive days is presumed to be harboring or keeping the animal within the meaning of this section. An animal shall also be deemed to be harbored if it is fed and sheltered for a period of 10 consecutive days.
- (12) **RESTRAINT OR RESTRAINED.** Securing an animal by a leash which is of sufficient strength to completely restrain and control the animal and the leash is held by and under the active control of a person of sufficient age and competency to govern the animal and to prevent it from annoying or worrying any other person or domestic animal or from trespassing on private property or trespassing on public property where such animals are forbidden. (2092 09/10/02)
- (13) **SHELTER.** An enclosure to protect animals from the elements and a structure that provides a clean, healthy living environment.
- (14) **VETERINARIAN.** Has the meaning as defined in Wisconsin Administrative Code ATCP 13.
- (15) **VICIOUS ANIMAL.** Vicious animal shall mean:
 - a. Any animal that, when unprovoked, inflicts bites, injures, kills, damages, or attacks a human being or domestic animal, and/or
 - b. Any animal that has on two or more reported occasions when unprovoked, bitten, injured, killed, damaged, or attacked a human being on public or private property, and/or
 - c. Any animal that has a propensity, tendency, or disposition, known to the owner thereof, to attack, without provocation, in a manner which may cause death, injury, damage, or which may otherwise endanger the safety of any human being or domestic animal, and/or
 - d. Any animal trained or used for fighting against another animal.
 Notwithstanding the above definition, no animal may be declared vicious if:
 - a. Death, injury, or damage is sustained by a person who, at the time such was sustained, was committing a criminal trespass upon premises occupied by the owner of the animal, or was teasing, tormenting, abusing, or assaulting the animal or was committing or attempting to commit a crime or violating or attempting to violate an ordinance which protects person or property.
 - b. Death, injury, or damage was sustained by a domestic animal which, at the time such was sustained, was teasing, tormenting, abusing, or assaulting the animal.
 - c. The animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.
 - d. The animal was acting while being utilized by a law enforcement agency for law enforcement purposes while under the control and direction of a law enforcement officer.

29.03 STATE LAWS ADOPTED. Except as otherwise specifically provided for in this Chapter, the statutory provisions in Ch. 173, Wis. Stats., describing and defining regulations with respect to animals and humane officers, and the statutory provisions in §95.21, Wis. Stats., describing and defining regulations with respect to rabies control, are hereby adopted

by reference and made a part of this Chapter as if fully set forth herein. Any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this section. Any future amendments, revisions, or modifications of the statutes incorporated herein are intended to be made a part of this Chapter. (2082 04/15/2002)

- 29.04 SAUK COUNTY ANIMAL SHELTER.** The Sauk County Animal Shelter shall be the designated site for the care, treatment, or disposal of dogs, cats, and other animals taken into custody by a humane officer or law enforcement officer. If the Sauk County Animal Shelter is unable to provide services, the animal will be taken to the most appropriate care facility.
- 29.05 APPOINTMENT, JURISDICTION, AND POWERS OF HUMANE OFFICER.** The Chief of Police shall be authorized to appoint one or more humane officers pursuant to and subject to §173.03(1), Wis. Stats. Each appointed humane officer shall carry out his or her duties within the boundaries of the City. In addition, the humane officer appointed by the County of Sauk shall have jurisdiction within the boundaries of the City as provided by Ch. 173, Wis. Stats. A humane officer shall have the powers and duties as set forth in §173.07, Wis. Stats. Pursuant to §173.03(2), Wis. Stats., the Chief of Police is designated as the official who may modify or withdraw abatement orders issued under §173.11, Wis. Stats., by a humane officer.
- 29.06 PENALTY.** Any person who shall violate any provision in Subchapter II or Subchapter III of this Chapter shall be subject to a penalty as provided in §25.04 of this Code in addition to any other penalty provided for in the respective ordinance that was violated.
- 29.07 RESERVED.**
- 29.08 RESERVED.**

SUBCHAPTER II: LICENSES AND PERMITS

- 29.09 STANDARD REQUIREMENTS FOR LICENSES AND PERMITS.**
- (1) **GENERAL PROVISIONS INCORPORATED.** All licenses and permits issued under this Subchapter II shall be governed by the provisions of §12.01 of this Code unless otherwise indicated.
 - (2) **FEE SCHEDULE.** All licenses and permits issued under this Subchapter II shall have the respective fees required by the City's Official Fee Schedule, Chapter 1, Subch. IV.
- 29.10 LICENSING OF DOGS AND CATS.** (2072 01/22/2002)
- (1) **LICENSE REQUIRED.** It shall be unlawful for any person in the City to own, harbor or keep any adult cat or adult dog without obtaining a license from the City Clerk and complying with the provisions of this Chapter, and without complying with the provisions of §§ 174.05 through 174.09, Wis. Stats., relating to the licensing and tagging of dogs.
 - (2) **LICENSE YEAR.** The license year shall commence on January 1 and end on December 31. Persons applying for a license during the license year shall be required to pay 50% of the fee stipulated in this subsection if the dog or cat becomes five months of age after July 1st of the licensing year.
 - (3) **LATE FEES.** The City Clerk shall assess and collect a late fee as set forth in the City's Official Fee Schedule from every owner of an adult cat or adult dog if the owner failed to obtain a license prior to April 1 of each year or within thirty (30) days of acquiring ownership of a licensable cat or dog, or if the owner failed to obtain a license before the cat or dog reached a licensable age.
 - (4) **RABIES VACCINATION REQUIRED.** It shall be unlawful for any person to keep an adult dog in the City which has not received a rabies vaccination as required by §95.21, Wis. Stats., or to keep an adult cat in the City which has not received a rabies vaccination. No license shall be issued until a certificate of rabies vaccination issued by a veterinarian has been presented to the City Clerk or designee. A rabies vaccination tag shall be attached to the collar of all licensed dogs and cats at all times, except as provided in §95.21, Wis. Stat

- (5) **UNTAGGED DOGS AND CATS.** Untagged adult dogs and cats are prohibited. An adult dog or adult cat is considered to be “untagged” if a rabies vaccination tag or City-issued license tag is not attached to a collar which is kept on the dog or cat whenever the dog or cat is outdoors unless the dog or cat is confined.

29.11 NUMBER OF DOGS AND CATS PER HOUSEHOLD LIMITED; SPECIAL EXCEPTION PERMIT.

- (1) **DOG AND CAT LIMITS.** Except as otherwise permitted by this Chapter, no person shall own, harbor or keep more than two adult dogs and two adult cats in a household. If more than two adult dogs and two adult cats are owned, harbored or kept in or by any one household, the head of the household shall be deemed the person so owning, harboring or keeping such animals, notwithstanding that the dog or cat license or licenses may be issued to other members of the household as owners of such animals.
- (2) **SPECIAL EXCEPTION PERMIT.** The Common Council shall be authorized to grant a Special Exception Permit to allow a greater number of adult dogs and/or adult cats for a specific household provided the following conditions are satisfied:
- a. Permit Request.
 - i. The head of household must submit a request for a Special Exception Permit in writing to the City Clerk, who, upon receipt, shall schedule the request to be considered at the next regularly scheduled Administrative Committee meeting where the notice requirements described in sub. ii, below, can be timely made.
 - ii. Upon receiving the request, the City Clerk or designee shall attempt to notify the owners of property immediately adjacent to the requestor's property regarding the request. This attempt shall be made by regular mail to be posted at least 10 calendar days prior to the date of the Administrative Committee meeting at which the application will be heard.
 - b. Administrative Committee Review. Before the Council considers a request for a Special Exception Permit, the request shall be reviewed by the Administrative Committee. If the Administrative Committee finds that the Permit should not be issued based on the factors listed in Subs. (c) i-vii, below, this determination shall be final and shall constitute a formal denial of the request. If the Administrative Committee finds that the Permit should be granted, or granted with conditions in addition to those listed in Par. (3), below, this determination shall be deemed a recommendation only and the final determination shall be made by the Council.
 - c. Common Council Authorization. Upon a recommendation from the Administrative Committee to grant a Special Exemption Permit, or to grant a Special Exemption Permit with conditions in addition to those listed in Par. (3), below the Council shall make the final determination based on the following factors: (1885 10/08/96, 2448 09/13/16)
 - i. Whether the need for the additional animal is based on a change in household circumstances. An existing household acquiring a new animal shall not be considered a change in household circumstances if that was the only change to the household.
 - ii. Whether the excess animal is an ADA service animal, as defined by 28 CFR § 35.104.
 - iii. How and when the excess animal was acquired by the household and whether the animal was acquired with knowledge of the limited number of such animals permitted by this ordinance.
 - iv. The care and treatment of all animals in the household.
 - v. Whether any resident of the household has a conviction involving or related to animal cruelty or abuse, including a violation of §29.27 of this Code.
 - vi. Relevant testimony of any property owner notified pursuant to Subs. (a) ii, above.
 - vii. Whether the applicant is delinquent in the payment of any taxes, assessments or other claims owed to the City.
- (3) **PERMIT CONDITIONS.** The following conditions shall apply to all Special Exception Permits:
- a. No more than a total of five animals (adult dogs and adult cats combined) shall be owned, harbored or kept by one household, except that the Council may allow additional animals based upon a finding by the Council that the animals are ADA service animals, as defined by 28 CFR § 35.104, and that all other conditions of this ordinance are met.
 - b. Only one Special Exception Permit shall be allowed per household so that in no case shall a household have more than 3 adult dogs or 3 adult cats, except that the Council may allow excess animals based

upon a finding by the Council that the animals are ADA service animals, as defined by 28 CFR § 35.104, and that all other conditions of this ordinance are met.

- c. Each permitted animal must be neutered or spayed.
 - d. Each permitted animal must be raised in a safe, sanitary and healthful environment and shall be properly fed and groomed at all times and all animal waste shall be disposed of in a safe and sanitary manner.
 - e. If a permitted animal dies, it shall not be replaced with another animal.
 - f. Each permitted animal must be kept or harbored inside the residence.
 - g. The owner of the household where such animals are harbored or kept must give his/her written consent to the granting of an exception under this subsection.
 - h. Each permitted animal must be properly registered with the City and all license fees paid.
 - i. Any additional conditions the Council deems necessary for public health, safety and general welfare.
- (4) **INSPECTIONS.** Law enforcement officers and humane officers shall be authorized to inspect the household with reasonable notice to the owner or occupants thereof for compliance with the conditions established by the Council.
- (5) **PERMIT TERM.** A Special Exception Permit shall be valid until the permitted animal dies or is no longer kept in the household.
- (6) **STAY OF ENFORCEMENT.** A person in violation of Par. (1), above, but who has submitted a request for a Special Exception Permit to the City Clerk and is waiting the final decision on the request shall not be subject to penalty under this Chapter during the time in which the request has been submitted and the final decision has been made.
- (7) **PERMIT REVOCATION.** A single violation of any of the conditions contained in this ordinance, or any other condition ordered by the Council, or any applicable condition contained in §12.01 of the Code, shall be sufficient grounds for revocation of the Special Exception Permit by the Common Council. For purposes of this section, a “violation” need not have resulted in a conviction so long as a law enforcement officer or humane officer is able to reasonably articulate and provide clear and convincing evidence, of which testimony may suffice, of said violation.

29.12 NUMBER OF DOGS AND CATS PER HOUSEHOLD; ANIMAL RESCUE LICENSE. (2370 01/10/2012 [created])

- (1) **DEFINITIONS.** As used in this section,
- a. “Animal rescue household” means a single-family residence working in conjunction with a bona fide animal rescue organization to temporarily board dogs or cats until a new home can be found for the animal.
 - b. “Bona fide animal rescue organization” is an organization dedicated to the adoption of surrendered, abandoned, homeless, or otherwise ownerless dogs and/or cats, and which:
 - i. Has been in existence as an organization for a minimum of two years;
 - ii. Does not allow animals in the organization’s care to be mated or bred;
 - iii. Requires that animals live indoors in an environment suitable for socializing with humans;
 - iv. Requires that animals have up-to-date vaccinations;
 - v. Requires a personal visit to the home of potential clients of their animals; and
 - vi. Is a member of the Alliance of Wisconsin Animal Rehoming Efforts.
- (2) **ANIMAL RESCUE HOUSEHOLD; PERMITTED ANIMALS.** A licensed animal rescue household shall be allowed two additional adult dogs or two additional adult cats in the household. The additional animals shall not be vicious animals as defined by this Chapter.
- (3) **LICENSE REQUIRED.** An Animal Rescue Household License shall be issued by the City Clerk to the head of the household of an animal rescue household that meets the following requirements:
- a. The applicant provides a letter of recommendation with the application for the license from a veterinarian supporting the household for animal rescue operations.

- b. The applicant provides evidence that the animal rescue organization the applicant is associated with is a bona fide animal rescue organization as defined in this ordinance.
 - c. All other dogs and cats in the household are licensed.
 - d. The applicant cannot have any convictions for animal abuse, animal neglect or animal cruelty.
 - e. The applicant is not delinquent in the payment of any taxes, assessments or other claims owed to the City.
- (4) **LICENSE CONDITIONS.** The following conditions shall apply to all Animal Rescue Licenses:
- a. No more than a total of eight animals (four adult dogs and four adult cats combined) shall be owned, harbored or kept by one household.
 - b. Only one Animal Rescue License shall be allowed per household.
 - c. Each animal kept on the premises must be raised in a safe, sanitary and healthful environment and shall be properly fed and groomed at all times and all animal waste shall be disposed of in a safe and sanitary manner.
 - d. The owner of the household where such animals are harbored or kept must give his/her written consent to the granting of an exception under this subsection.
 - e. If the license holder becomes unaffiliated with the bona fide animal rescue organization listed on the application, the license holder must immediately notify the City Clerk and provide the name of the new bona fide animal rescue organization the license holder is affiliated with.
- (5) **LICENSE TERM.** All licenses shall expire on June 30 of every odd numbered year.
- (6) **INSPECTIONS.** Law enforcement officers and humane officers shall be authorized to inspect the household with reasonable notice to the owner or occupants thereof for compliance with the license conditions.
- (7) **LICENSE REVOCATION.** A single violation of any of the conditions contained in this ordinance, or any applicable condition contained in §12.01 of the Code, shall be sufficient grounds for revocation of the Animal Rescue License by the Common Council. For purposes of this section, a “violation” need not have resulted in a conviction so long as a law enforcement officer or humane officer is able to reasonably articulate and provide clear and convincing evidence, of which testimony may suffice, of said violation.

29.13 CHICKEN PERMIT. (1854 02/17/96, 2312 07/28/09)

- (1) **PERMIT REQUIRED.**
- a. Chickens may be raised in the R-1, R-1A, R-2, R-3, and MH-S Residential Zoning Districts provided the owner of the premises has been issued a permit by the City Clerk. (2458 08/27/17, 2515 03/12/19)
 - b. Upon receipt of a completed permit application, other than a renewal application pursuant to Par. (3), below, the City Clerk shall notify by regular mail all property owners contiguous with the parcel proposed for the chicken coop. These property owners shall have 10 business days from the date of the letter to file with the City Clerk a written objection, signed by the objector, to the permit being issued.
 - c. If an objection is received, the City Clerk shall place the permit application on the next regularly scheduled Administrative Committee meeting agenda, where the objection will either be read into the record or the objector will have an opportunity to be heard on the objection. The Administrative Committee shall approve the permit application so long as the following are satisfied:
 - i. The basis for the objection is not reasonable, is not relevant to the facts presented, and/or the benefit to the applicant outweighs the reasons for the objection made by the objector.
 - ii. The applicant does not have a history of non-compliance with this ordinance, or, if there is a history of non-compliance, the applicant has provided sufficient proof that such non-compliance will not continue.
 - iii. The coop and run have been inspected by the humane officer or designee to ensure that they are adequate and in compliance with the requirements this ordinance.
 - iv. The applicant has no prior convictions for animal cruelty or related offenses.
 - v. The applicant is not delinquent in the payment of any taxes, assessments or other claims owed to the City, including a forfeiture resulting from a violation of any ordinance of the City.

- d. If no objection is received, the City Clerk shall issue the permit so long as the following are satisfied:
 - i. The applicant does not have a history of non-compliance with this ordinance or, if there is a history of non-compliance, the applicant has provided sufficient proof that such non-compliance will not continue.
 - ii. The coop and run have been inspected by the City Humane officer or designee to ensure that they are adequate and in accordance with the requirements of this ordinance.
 - iii. The applicant has no prior convictions for animal cruelty or similar offenses.
 - iv. The applicant is not delinquent in the payment of any taxes, assessments or other claims owed to the City, including a forfeiture resulting from a violation of any Ordinance of the City.

(2) PARCEL, COOP AND RUN REQUIREMENTS.

- a. Chicken coops and runs shall not be located closer than 10 feet to any lot line and may not be located closer to a neighboring residence than to the residence located upon the coop's parcel.
- b. The lot upon which the chickens are raised shall have a minimum width of fifty feet, and contain only a single-family dwelling. In addition, all contiguous properties to the lot upon which the chickens are raised shall contain only a single-family or two-family dwelling.
- c. A zero lot line duplex is not qualified to have chickens.
- d. The chickens shall be provided with a covered coop with not less than two nor more than four square feet of area per chicken.
- e. The coop shall be constructed of sturdy, predator-proof material and shall provide adequate shade from the sun and warmth in cold weather. The floor of the coop shall be covered with wood or cedar chips and be regularly cleaned and otherwise maintained.
- f. The coop may be built as part of a yard shed or garage, but cannot be placed on top of a building.
- g. Chickens shall be provided with a run attached to or surrounding the coop. The run shall be made of strong, predator-proof wire fencing. To prevent chickens from flying out of the run, fencing shall be of sufficient height, be covered, or the chickens shall have their wings clipped.
- h. Chickens shall be kept in the covered coop or in the fenced run at all times.

(3) CHICKEN CARE REQUIREMENTS.

- a. Chickens shall not be allowed inside of a residence.
- b. Chickens may only be raised on the property of the owner, or if a tenant, with the written consent of the owner.
- c. Roosters and crowing cockerels shall not be kept.
- d. No more than six chickens may be maintained on any parcel.
- e. The slaughtering of chickens in the Residential Zoning Districts is prohibited.
- f. The standards and requirements of § 29.27 of this Code shall fully apply to the keeping of chickens.

(4) PERMIT TERM. All permits shall expire on June 30 of every odd numbered year.

(5) PERMIT RENEWAL. Current permit holders may apply for a renewal license no sooner than three months prior to the permit expiration date and no later than five days prior to the expiration date. Prior to the issuance of a renewal permit, the humane officer or designee shall inspect the coop and run to ensure continued compliance with this code; failure to be in compliance with this code at the time of inspection shall result in the renewal license not being issued and the permit holder needing to apply for a new license.

(6) REVOCATION. In the event a permit holder accumulates three violations of this ordinance within any 12-month period, or five violations within any 36-month period, or if the permit holder is convicted of an offense under Ch. 951, Wis. Stats., or any comparable statute in another jurisdiction, the permit shall be revoked 10 business days after the service of a Notice of Revocation on the permit holder by the City Clerk. Notice of Revocation is deemed served upon the day of mailing if sent by certified mail to the permit holder at the address as listed upon the application for the permit. If, during those 10 business days the permit holder files a request for an appeal with the City Clerk, the revocation will be stayed pending the outcome of the appeal. The Administrative Committee shall hear the appeal at their next regularly scheduled meeting and make a final determination on the revocation based on whether there are validated complaint(s) investigated by the Baraboo Police Department.

- (7) REAPPLICATION. The denial, non-renewal or revocation of a permit shall not preclude an applicant from reapplying for a permit at any time in the future.
- (8) NON-TRANSFERRABLE. Permits are non-transferrable from person to person or place to place. In the event a permit holder moves, the permit holder must notify the City Clerk within 10 calendar days of said move and the permit shall be revoked by the City Clerk.

29.14 **VICIOUS ANIMALS; LICENSE.**

- (1) VICIOUS ANIMALS PROHIBITED. No person shall own, possess, harbor, keep, maintain, sell or transfer a vicious animal contrary to the terms of this section. (2092 09/10/02)
- (2) VICIOUS ANIMAL LICENSE. Any person who may own, possess, harbor, keep, or maintain a vicious animal shall do so only after first having obtained a Vicious Animal License approved by the Chief of Police or designee and issued by the City Clerk. A Vicious Animal License will be issued subject to proof of the following:
 - a. A liability insurance policy written by an insurance company licensed to do business in the State of Wisconsin, covering death and personal injury, in the amount of at least three hundred thousand dollars (\$300,000) and property damage in the amount of at least fifty thousand dollars (\$50,000). The policy shall provide notice to the City Clerk thirty (30) days in advance of any material change therein and of its termination or non-renewal.
 - b. Current vaccination for rabies.
 - c. Current animal license.
 - d. Neutering or spaying.
 - e. Permanently marking the animal a subcutaneous microchip and providing the identification information on the application for license. (2279 04/22/08)
 - f. The applicant cannot have any convictions for animal abuse, animal neglect or animal cruelty.
 - g. The applicant is not delinquent in the payment of any taxes, assessments or other claims owed to the City.
- (3) CONDITIONS OF LICENSE. A license issued pursuant to this ordinance is conditioned upon the following:
 - a. Continued compliance with Par. (2), above.
 - b. The posting of signs no smaller than twenty-four inches (24") in size on each of four sides, made of metal or plastic, fluorescent yellow in color, bearing the wording, "WARNING VICIOUS ANIMAL," in English print, no smaller than three inches (3") high and also bearing the license number of each vicious animal no smaller than one inch (1") high, which signs shall be posted at each entrance to the building in which the vicious animal is kept and at each entrance through a fence, and at such location as is viewable from the public sidewalk, if any, in the vicinity of any walk or drive approaching any entrance to the building in which the vicious animal is kept.
 - c. The animal, while off the premises where kept, shall be muzzled with a no-bite type muzzle, restrained as to movement by a choke-type collar or harness and leash secured by and under the direct control and supervision of a mentally competent adult.
 - d. The animal, while on the premises where kept, shall be placed within a secured building, or within a secured fence of sufficient height and construction to maintain the animal within, which fence shall be inspected and approved by the Police Department.
 - e. If the animal dies from any cause or means, or if the animal is relocated outside of the City for any reason, the owner shall immediately inform the City Clerk and the license shall be revoked.
 - f. If the animal is relocated outside of the City, the owner of the animal consents to the Chief of Police or designee informing the Chief of Police or comparably titled employee of the municipality where the animal relocates that the animal was licensed as a vicious animal by the City; however, under no circumstances is the Chief of Police or any other employee or agent of the City obligated to provide said notice.
- (4) SELLING OR TRANSFERING A VICIOUS ANIMAL. If a vicious animal is sold or if ownership is transferred, the owner must:

- a. Notify the person to whom the vicious animal is being sold or transferred of the fact that such is a vicious animal and of any requirements imposed upon the selling or transferring party by this Ordinance.
 - b. Notify the City Clerk in writing at least five (5) business days in advance of the sale or transfer.
 - c. The owner consents to the Chief of Police or designee informing the new owner that the animal is a vicious animal and subject to the terms of this ordinance; however, under no circumstances is the Chief of Police or any other employee or agent of the City obligated to provide said notice.
- (5) LICENSE TERM. A Vicious Animal License shall be valid until the licensed animal dies, moves out of the City or is no longer kept or owned by the license holder.
- (6) VIOLATIONS OF THIS ORDINANCE.
 - a. A vicious animal which is owned, possessed, harbored, kept, or maintained in violation of this ordinance, or which commits any acts listed under §29.02(15)(a) i-iv after obtaining a Vicious Animal License, may be impounded or destroyed by the City, or its agents, at the expense of the owner of the animal.
 - b. Prior to impounding or destroying an animal pursuant to this section, the Chief of Police or designee shall send a notice to the owner of the animal at least 10 calendar days prior to the date the animal will be impounded or destroyed; however, nothing shall prevent the immediate impounding of an animal if the Chief of Police or designee determines impoundment is necessary for the preservation of public health, safety or welfare, or if the animal must be impounded under other provisions of this Code or State law.
 - c. If an objection to impounding or destroying the animal is received by the Chief of Police from the owner of the animal prior to the date the impounding or destroying is to occur, or within five days of the date the animal was immediately impounded per subs. b, above, the Chief of Police shall cause the objection to be heard at the next Public Safety Committee meeting. The objection shall be read into the record or the owner may be heard on the objection. The Public Safety Committee shall consider:
 - i. The public health, safety and welfare of the public, the animal and other animals,
 - ii. Whether the owner has abided by this ordinance and/or will continue to abide by this ordinance,
 - iii. Whether the owner has abided by the general licensing provisions of this Code,
 - iv. The circumstances surrounding the of aggression displayed by the animal,
 - v. Whether additional conditions placed on the keeping of the animal would prevent the animal from committing additional acts of aggression,
 - vi. Whether the animal can be safely relocated to an owner or facility outside of the City, and
 - vii. Any other relevant factors.
 - d. After the hearing by the Public Safety Committee, the Committee may take action including, but not limited to, ordering the destruction of the animal, allowing the owner of the animal to obtain a Vicious Animal License with additional conditions, or allowing the rehoming of the animal outside City limits.
 - e. Any person aggrieved by the decision of the Public Safety Committee may appeal such decision to the Common Council by filing a written notice of appeal with the City Clerk within five (5) business days of the decision by the Committee. The vicious animal shall be impounded, but not destroyed, until the appeal time has expired and until any timely filed appeal has been heard. The City may require the appealing party to post a bond in an amount sufficient to satisfy the cost of holding the animal during the appeal period.
 - f. A person found to be in violation of this ordinance shall, in addition to the penalties provided in §25.04 of this Code, forfeit the prohibited animal to the humane officer or police officer for such destruction or disposition as deemed proper. If it is determined that the animal has been owned, possessed, harbored, kept, or maintained in violation of this section, the costs incurred by the City for impounding and/or destroying the animal shall be paid by the violator.
 - g. For purposes of this section, a “violation” need not have resulted in a conviction so long as a law enforcement officer or humane officer is able to reasonably articulate and provide clear and convincing evidence, of which testimony may suffice, of said violation.
 - h. The City elects not to be bound by Ch. 68, Wis. Stats., with respect to the administrative procedure under this section. (2092 09/10/02)
- (7) ENFORCEMENT. Any law enforcement officer or humane officer shall have the authority to enforce the provisions of this ordinance, including, but not limited to, seizing any animal that the officer reasonably believes is being possessed, harbored, owned, kept, or maintained in violation of this ordinance. Any such animal seized pursuant to this section shall be held in the Sauk County Animal Shelter, or in such other facility deemed appropriate by the impounding officer.

- (8) EXCEPTION. The prohibitions of this ordinance shall not apply where the animal is in the care, custody, or control of: a veterinarian for treatment or a Department of Natural Resources Licensed Animal Rehabilitation Facility provided the location conforms to the provisions of the zoning ordinance of the City and:
- The animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors;
 - The animal are maintained in quarters so constructed as to prevent their escape.

29.15 REGULATION AND LICENSING OF KENNELS. (1923 11/11/97)

- (1) LICENSE REQUIRED. No person shall operate a kennel unless the person holds a valid Kennel License issued by the City Clerk.
- (2) CONDITIONS OF LICENSE. The City Clerk shall issue a Kennel License subject to the following conditions:
- No kennel may be located in a residential district and each kennel location shall be subject to applicable zoning and other City conditions and regulations.
 - Animals kept at the kennel must be properly cared for at all times and cannot pose a health problem within the property or a nuisance within the neighborhood.
 - All adult dogs and adult cats at the kennel shall have a valid license issued pursuant to § 29.10 of this Code, or a valid rabies tag, attached to the animal's collar at all times unless the animal is securely confined.
 - The applicant cannot have any convictions for animal abuse, animal neglect or animal cruelty.
 - Prior to the issuance of a license, an inspection of the property by the humane officer shall be required and shall be the City's basis for determining whether the requirements of this section are met. Any applicant seeking a Kennel License shall further agree in writing to make their property available for inspections by the humane officer on an annual basis, and upon evidence or a complaint that the requirements of this section have not been maintained, as a condition of maintaining their Kennel License.
- (3) LICENSE TERM. All licenses shall expire on June 30 of every odd numbered year.
- (4) REVOCATION OF LICENSE.
- If a license holder or kennel has two violations of this ordinance within any 12-month period, or five violations within any 36-month period, or if the license holder violates any animal abuse, animal neglect or animal cruelty law, the City Clerk shall revoke the license 10 business days after the service of a Notice of Revocation on the license holder by the City Clerk.
 - The Notice of Revocation shall be deemed served on the day of mailing when sent by certified mail or if personally served. Service shall be made to the licensee at the address provided by the license holder on the license application.
 - The license holder may appeal of the revocation by providing the City Clerk a notice of appeal on or before the date of revocation; the revocation shall be stayed pending the outcome of the appeal.
 - The Administrative Committee shall hear the appeal at their next regularly scheduled meeting, or may call a special meeting, and make a final determination on the revocation based on whether there are clear and convincing violations of this ordinance and/or convictions as required herein.
 - For purposes of this section, a "violation" need not have resulted in a conviction so long as a law enforcement officer or humane officer is able to reasonably articulate and provide clear and convincing evidence, of which testimony may suffice, of said violation.
- (5) DENIALS AND NON-RENEWALS. The denial or revocation of a license shall not preclude an applicant from applying for a license at any time in the future, although no applicant may apply more than twice during any 12-month period.

29.16 REGULATION AND LICENSING OF PET STORES. (2526 07/23/19)

- (1) DEFINITIONS. As used in this Section, the following words and phrases shall have the following meanings:

- a. "Bait shop" means any place kept or maintained where the only animals bought, sold, exchanged or offered for sale are animals commonly used as fish bait, including, but not limited to, worms, baitfish, crickets, snails and leeches.
- b. "Person" has the meaning found in §25.01(3), City Code.
- c. "Pet store" includes every place kept or maintained where any dog, cat, rabbit, rodent, insect, reptile or bird is bought, sold, exchanged, or offered for sale to the public, unless the activity occurs less than 30 days, consecutive or non-consecutive, out of any 365-day period. Excluded from this definition are bait shops and places that buy, sell, exchange or offer for sale fish. Pet stores are allowed only in the following zoning districts: B-3 Highway-Oriented Business and I-4 Planned Industrial/Business Districts.
- d. "USDA" means the United States Department of Agriculture.

(2) LICENSE REQUIRED.

- a. No person shall operate a pet store unless the person holds a valid Pet Store License issued by the City Clerk.
- b. New and renewal license applications shall be reviewed by the City Clerk, Chief of Police, humane officer and City Zoning Administrator or their respective designees. Applications will be denied by the City Clerk for the following reasons:
 - i. The location of the pet store is not within a permitted zoning district,
 - ii. The applicant has a conviction for animal abuse, neglect or cruelty, or for an offense under Ch. 951, Wis. Stat., or any comparable state or federal law,
 - iii. The City Humane officer is not permitted by the applicant to inspect the premises to ensure compliance with this ordinance, and/or
 - iv. The City Humane officer finds that the premises is not in conformity with this ordinance.

(3) LICENSE TERM. All licenses shall expire on June 30 of every odd numbered year. License holders may apply for a renewal license no sooner than three months prior to the license expiration date and no later than five days prior to the license expiration date

(4) CONDITIONS OF LICENSE.

- a. Pet stores are prohibited from buying, selling, exchanging or offering for sale, adoption or gift any animal other than dogs, cats, rabbits, rodents, insects, reptiles, birds and fish, and are further prohibited owning, keeping, maintaining, harboring or having possession or control of any prohibited animal as per §29.14 of this Code
- b. Pet stores shall be operated in accordance with the anti-cruelty requirements set forth in §29.26 of this Code, and shall at all times be maintained in a clean and sanitary manner including the animals having at all times adequate food, water, bedding, light and ventilation.
- c. Every person keeping or maintaining a pet store shall do so entirely within an enclosed building and shall not keep or maintain any outside kennel service.
- d. All animals shall be displayed in a healthy condition or, if ill, removed from display and given appropriate treatment.
- e. Pet stores shall ensure that all dogs and cats they obtain are from dealers properly licensed by the USDA, when applicable, and must keep a copy of the dealer's federal identification number for a minimum of two years after the pet store receives the dog or cat.
- f. Pet stores shall deliver in writing to the recipient of a dog or cat at the time of the exchange the following information:
 - i. The breeder's name and address and, if the person is a dealer licensed by the USDA, the dealer's name, address and federal dealer identification number.
 - ii. The date of the dog or cat's birth and the date the pet store received the dog or cat.
 - iii. The breed, sex, color and identifying marks of the dog or cat.
 - iv. A record of each inoculation and worming treatment administered, if any, to the dog or cat, including the date of administration and the type of vaccine or worming treatment.
 - v. A record of veterinarian treatment or medication received by the dog or cat while in the possession of the pet store.
 - vi. A document signed by a veterinarian licensed in the State of Wisconsin stating (a) that the dog or cat has no known disease or illness, and that the dog or cat has no known congenital or hereditary condition that adversely affects the health of the dog or cat at the

time of the exchange or that is likely to adversely affect the health of the dog or cat in the future; or (b) describing any known disease, illness, or congenital or hereditary condition that adversely affects the health of the dog or cat, or that is likely to adversely affect the health of the dog or cat in the future.

- g. Pet stores shall retain a copy of all records required by this section for a period not less than two years after the sale or exchange of a live animal and shall make the copy available for inspection by a humane officer or law enforcement officer during business hours.
- h. Every person keeping, maintaining or working in or for a pet store is prohibited from selling, exchanging or offering for sale, adoption or as a gift any animal to any person if the person reasonably believes that the animal will be used for any unlawful purpose including, but not limited to, dog fighting.

(5) **REVOCATION OF LICENSE.**

- a. If a license holder or pet store has two violations of this ordinance within any 12-month period, or five violations within any 36-month period, or if the license holder violates any animal abuse, neglect or cruelty law, the City Clerk shall revoke the license 10 business days after the service of a Notice of Revocation on the license holder by the City Clerk.
- b. The Notice of Revocation shall be deemed served on the day of mailing when sent by certified mail or if personally served. Service shall be made to the licensee at the address provided by the license holder on the license application.
- c. The license holder may appeal of the revocation by providing the City Clerk a notice of appeal on or before the date of revocation; the revocation shall be stayed pending the outcome of the appeal.
- d. The Administrative Committee shall hear the appeal at their next regularly scheduled meeting, or may call a special meeting, and make a final determination on the revocation based on whether there are clear and convincing violations of this ordinance and/or convictions as required herein.
- e. For purposes of this section, a “violation” need not have resulted in a conviction so long as a law enforcement officer or humane officer is able to reasonably articulate and provide clear and convincing evidence, of which testimony may suffice, of said violation.

- (6) **DENIALS AND NON-RENEWALS.** The denial or revocation of a license shall not preclude an applicant from applying for a license at any time in the future, although no applicant may apply more than twice during any 12-month period.

29.17 **RESERVED.**

29.18 **RESERVED.**

SUBCHAPTER III: REGULATED AND PROHIBITED ACTS.

29.19 **PROHIBITED KEEPING OF CERTAIN REPTILES, INSECTS, CROCODILIANS, SPIDERS, WILD ANIMALS, AND OTHER CREATURES.** (2079 07/23/02)

- (1) **PROHIBITED ANIMALS.** After November 1, 2002, no person shall own, keep, maintain, harbor or have in his or her possession or under his or her control within the City any poisonous or venomous reptile, insect, snake, crocodilian, spider or any other dangerous or carnivorous wild animal or reptile, any vicious or dangerous domesticated animal or any other animal or reptile of wild, vicious, or dangerous propensities, including, but not limited to any of the following animals, reptiles, crocodilians, insects, spiders, or creatures:
- a. All poisonous or venomous animals and reptiles including snakes
 - b. Apes: Chimpanzees (Pan); Gibbons (Hylobates); Gorillas (Gorilla); Orangutans (Pongo); and Siamangs (Symphalangus)
 - c. Baboons (Papoi, Mandrillus)
 - d. Bears (Ursidae)
 - e. Bison (Bison)
 - f. Cheetahs (Acinonyx jubatus)
 - g. Crocodilians (Crocodilia)

- h. Constrictor snakes three feet or more in length, except a ball python snake up to four feet in length shall be allowed or a boa constrictor snake up to eight feet in length shall be allowed; snakes not indigenous to Wisconsin, and any other snake exceeding three feet in length
- i. Coyotes (*Canis latrans*)
- j. Deer (*Cervidae*); includes all members of the deer family, for example, white-tailed deer, elk, antelope, and moose; Elephants (*Elephas* and *Loxodonta*)
- k. Game cocks and other fighting birds
- l. Hippopotami (*Hippopotamidae*)
- m. Hyenas (*Hyaenidae*)
- n. Jaguars (*Panthera onca*)
- o. Leopards (*Panthera pardus*)
- p. Lions (*Panthera leo*)
- q. Lynxes (*Lynx*)
- r. Monkeys, old world (*Ceropithecidae*)
- s. Ostriches (*Struthio*)
- t. Piranha fish (*Characidae*) exceeding 6 inches in length
- u. Pumas (*Felis concolor*); also known as cougars, mountain lions and panthers
- v. Rhinoceroses (*Rhinocero tidae*)
- w. Sharks (class *Chondrichthyes*) exceeding 6 inches in length
- x. Tigers *Panthera tigris*
- y. Wolves (*Canis lupus*)
- z. Wolf-dog hybrids
- aa. Raccoon, skunk, fox, opossum, woodchuck, otter, beaver, deer or any other warm-blooded animal that can normally be found in the wild state.
- bb. Poisonous or venomous biting insects
- cc. Poisonous tarantula and poisonous or venomous biting spiders

(2) VIOLATIONS.

- a. Any animal, reptile, insect, crocodilian, snake, spider, wild animal, or other creature owned, possessed, harbored, kept, or maintained in violation of this ordinance may be impounded and destroyed by the City, or its agents, at the expense of the violator, following notice and an opportunity to be heard by the Public Safety Committee.
- b. Prior to impounding or destroying an animal pursuant to this section, the Chief of Police shall send a notice to the owner of the animal at least 10 calendar days prior to the date the animal will be impounded or destroyed; however, nothing shall prevent the immediate impounding of an animal if the Chief of Police determines impoundment is necessary for the preservation of animal or public health, safety or welfare, or if the animal has been impounded under other provisions of this Code or State law.
- c. If an objection to impounding or destroying the animal is received by the Chief of Police from the owner of the animal prior to the date the impounding or destroying is to occur, the Chief of Police shall cause the objection to be heard at the next Public Safety Committee. The objection shall be read into the record or the owner may be heard on the objection. The Public Safety Committee shall consider:
 - i. Whether the animal is prohibited under this ordinance,
 - ii. Whether the animal can be safely relocated to a person or facility that can legally and safely keep or harbor the animal.
 - iii. Any other relevant factors.
- d. After the hearing by the Public Safety Committee, the Committee may take action including, but not limited to, ordering the destruction of the animal or allowing the relocation of the animal outside City limits.
- e. Any person aggrieved by the decision of the Public Safety Committee may appeal such decision to the Common Council by filing a written notice of appeal with the City Clerk within five business days of the decision by the Committee. The animal shall be impounded, but not destroyed, until the appeal time has expired and until any timely filed appeal has been heard. The City may require the appealing party to post a bond in an amount sufficient to satisfy the cost of holding the animal during the appeal period.
- f. If it is determined that the animal has been owned, possessed, harbored, kept, or maintained in violation of this section, the costs incurred by the City for impounding and holding the animal shall be paid by the violator.
- g. Anyone found to be in violation of this section shall, in addition to the penalties provided in §25.04 of this Code, forfeit the prohibited animal to the humane officer for destruction or disposition as deemed proper.

Prior to such forfeiture, the humane officer or the Sauk County Health Officer may direct a transfer of the animal to a qualified zoological, educational, or scientific institution or qualified private propagator for safe keeping, with the cost thereof being assessed and paid by the violator.

- h. The City elects not to be bound by Ch. 68, Wisconsin Statutes, with respect to administrative procedure under this section.
- (3) **ENFORCEMENT.** Any law enforcement officer or humane officer shall have the authority to enforce the provisions of this ordinance, including, but not limited to, seizing any animal that the officer reasonably believes is being possessed, harbored, owned, kept, or maintained in violation of this ordinance. Any such animal seized pursuant to this section shall be held in the Sauk County Animal Shelter or in such other facility deemed appropriate by the impounding officer.
 - (4) **EXCEPTIONS.** The prohibitions of this ordinance shall not apply where the animal is in the care, custody, or control of: a veterinarian for treatment; an itinerant or transient carnival, circus or other show; public or private educational or medical institutions; a Department of Natural Resources Licensed Animal Rehabilitation Facility; the City of Baraboo Zoo; or the Circus World Museum premises; if:
 - a. Their location conforms to the provisions of the zoning ordinance of the City;
 - b. All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors;
 - c. Animals are maintained in quarters so constructed as to prevent their escape.

29.20 PROHIBITED KEEPING OF LIVESTOCK AND POULTRY. (1854 02/17/96, 2312 07/28/09)

- (1) **LIVESTOCK AND POULTRY PROHIBITED.** Except to the extent permitted in the City's Agricultural Districts or elsewhere in this Chapter, no person shall keep or maintain in any zoning district any poultry, pigeons or fowl, or any animal raised for fur bearing purposes, or any livestock, including, but not limited to horses, cattle, sheep, goats, pigs or swine, whether or not such animal is domesticated, tamed or a pet.
- (2) **GRANDFATHER CLAUSE.** Any person keeping or maintaining such poultry, pigeons, fowl, animal or livestock contrary to this ordinance as of February 17, 1996, may continue to keep or maintain such poultry, pigeons, fowl, animal or livestock as a nonconforming use upon receipt of a permit from the Building Inspector in accordance with rules established by the Plan Commission as long as a public nuisance is not created in violation of the provisions of Ch. 10 of this Code. Such permit shall be issued for a term of two years to expire December 31, of odd numbered years. No permit or renewal thereof shall be issued until the premise has been inspected by the Building Inspector. (2440 02/23/16)
- (3) **EXCEPTIONS.** The prohibitions of this ordinance shall not apply where the animals are in the care, custody, or control of: a veterinarian for treatment; agricultural fairs; shows or projects of the 4-H Clubs; a display for judging purposes; an itinerant or transient carnival, circus or other show; public or private educational or medical institutions; Department of Natural Resources Licensed Animal Rehabilitation Facility; licensed pet shops, as applicable; the City of Baraboo Zoo, or the Circus World Museum premises; if:
 - a. Their location conforms to the provisions of the zoning ordinance of the City;
 - b. All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors;
 - c. Animals are maintained in quarters so constructed as to prevent their escape.
 - d. All animals in licensed pet shops remain sequestered from the general public such that direct contact between the animal and persons who are not employees of the pet shop cannot occur. (2191 04/12/2005)

29.21 ANIMALS NOT TO BE AT LARGE. (2092 09/10/02)

- (1) **NOT TO BE AT LARGE.** No person having in his or her possession or under his or her control any animal shall allow the same to be at large within the City. "At large" means an animal is off the premises of its owner and upon any public street or alley, sidewalk, treebank, school grounds, public park, or other public grounds or upon any private property without the permission of the owner of the property provided that a dog, cat, or other lawfully permitted animal shall not be deemed to be at large if the following provisions apply: (2092 09/10/02)

- a. The animal is attached to a leash which is of sufficient strength to completely restrain and control the animal and the leash is securely held by and under the active control of a person of sufficient age and competency to govern and restrain the animal and to prevent it from annoying or worrying any other person or domestic animal or from trespassing on private property or trespassing on public property where such animals are forbidden. (2092 09/10/02)
 - b. The animal is properly restrained within a motor vehicle.
 - c. The animal is engaged in the act of training for show, field trial, or obedience trial purposes, in active control of its owner or his/her agent of sufficient age and competency to govern such animal at such distance, and not annoying or worrying any person or trespassing on private property or trespassing on public property where such animals are prohibited, provided that such training is on the premises of the owner or keeper of the animal or on the premises of a property that is properly zoned and approved as a training facility. (2092 09/10/02)
 - d. The animal is engaged in law enforcement activity with a law enforcement officer, or a search and rescue activity with a law enforcement officer or other handler approved by the Chief of Police.
- (2) **IMPOUNDMENT OF ANIMALS AT LARGE.** Animals at large shall be taken by a law enforcement officer or humane officer and impounded in the Sauk County Animal Shelter except when the Shelter is unable to provide said services, in which case the animal will be taken to the most appropriate care facility as reasonably determined by the law enforcement officer or humane officer. Impoundment authorization under this section includes the pursuit of animals upon the private property of a non-animal owner.
- (3) **IMPOUNDMENT FEE.** An owner reclaiming an impounded animal shall pay the impoundment fee and expenses to the Sauk County Animal Shelter and as set by the Shelter, and shall comply with the provisions of Ch. 173, Wis. Stats., prior to the release of a dog or cat.
- (4) **INTERFERENCE.** It shall be a violation of this ordinance to interfere with or obstruct a law enforcement officer or humane officer in the performance of their duties under this section.

29.22 ANIMAL WASTE REGULATED. (2092 09/10/02, 2527 08/27/2019)

- (1) **CURBING ANIMALS.** No person having in his/her possession or under his/her control any dog, cat, or other animal shall allow the same to defecate off the premises of its owner or keeper and upon any public property or upon any private property without the permission of the owner of the property. In the event the animal defecates on another's land or on any public property, the owner or person in control of the animal shall immediately remove and dispose of the feces in a sanitary manner. This section shall not be applicable to cases where a person is legally blind and is being assisted by a service animal as defined by the Americans with Disabilities Act.
- (2) **CONFINED ANIMALS.** All pens, yards, structures, or areas where animals are kept shall be maintained in a clean, sanitary, odor free, and nuisance free condition. Droppings and excrement shall be removed regularly and disposed of properly so not to attract insects or rodents, become unsightly or cause objectionable odors.

29.23 NOISY ANIMALS OR FOWL PROHIBITED. The keeping or harboring of any animal or fowl which by frequent or habitual howling, yelping, barking, crowing, or making of other unreasonably loud noises that shall greatly annoy or disturb the surrounding neighborhood or a person of ordinary sensibilities in the vicinity is prohibited.

29.24 DUTY TO REPORT ANIMAL BITE. Every person, including the owner or person harboring or keeping a dog, cat or other animal, who knows that such animal has bitten any person, shall immediately report such fact to the Police Department and shall quarantine the animal as provided for by State Statute.

29.25 UNLAWFUL TO FREE CONFINED OR RESTRAINED ANIMAL. No person shall open any door or gate of any private premises or loosen, untie or cut any leash, rope or chain for the purpose of setting any dog, cat or other animal at large, except with the permission of the owner of such animal.

29.26 CRUELTY TO ANIMALS.

- (1) **CRUELTY TO ANIMALS PROHIBITED.** Cruelty to animals is prohibited, and is defined as any action or inaction involving an animal that a reasonable person would recognize as being cruel to an animal and includes, but is not limited to:
- a. No person owning, harboring, or having custody of an animal shall fail to provide it with good and wholesome food at least once daily and provide a constant supply of potable water to sustain the animal in good health.
 - b. No person shall fail to provide any animal that he/she owns, harbors, or has custody of with shelter from inclement or adverse weather or to ensure the protection and comfort of the animal. In the case of dogs and cats which are kept outdoors or in an unheated enclosure, shelter and bedding shall be provided as set forth in this section as a minimum.
 - c. When sunlight is likely to cause overheating or stress to any animal, shade shall be provided by natural or artificial means to allow protection from the direct rays of the sun. Dogs and cats kept outdoors shall be provided with moisture resistant and wind resistant shelter of a size which allows the dog or cat to turn around freely and to easily sit, stand, and lie in a normal position and to keep the dog or cat clean, dry, and comfortable. Whenever the outdoor temperature falls below 40 degrees Fahrenheit, clean bedding material shall be provided in such shelters for insulation and to retain body heat of the dog or cat. Feces shall be removed as specified herein.
 - d. All animals confined to a cage, kennel run, or secure enclosure of any kind, shall be provided with quarters in a clean condition and in good state of repair. Each animal shall have sufficient space to turn around freely and to easily sit, stand, and lie in a normal position. The temperature and ventilation of the quarters shall be compatible with the health of the animal. There shall be sufficient clean, dry bedding to meet the needs of each individual animal and feces shall be removed as specified in § 29.22 of this Code.
 - e. Chains, ropes, or leashes shall be so placed or attached that they cannot become entangled with another animal or object, and shall be of sufficient length to allow the animal proper exercise and convenient access to food, water, and shelter. Such chains, ropes, or leashes shall be located so as not to allow such animal to trespass on public or private property belonging to others or in such a manner as to cause harm or danger to persons or other animals.
 - f. No person shall fail to provide any animal that he/she owns, harbors, or has custody of with veterinary care when needed to prevent suffering.
 - g. No person shall beat, kick, cruelly ill-treat, torment, overload, overwork, or otherwise abuse an animal, or use any device or chemical substance whereby pain, suffering, or death may be caused, whether belonging to himself or another, except that reasonable force may be used to drive off vicious or trespassing animals. This provision does not prohibit training techniques or husbandry practices which are acceptable under Wisconsin law.
 - h. No person shall abandon or neglect any animal he/she owns, harbors, or has custody of.
 - i. No person shall transport any animal in their possession in a manner which could cause injury, pain, undue stress, or death to the animal.
 - j. No person shall give away any live animal, fish, reptile, or bird as a prize for or as an inducement to enter any contest, game, or other competition, or as an inducement to enter a place of amusement or offer the same as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.
 - k. No person shall cause, instigate, or permit any dogfight, cockfight or other combat between animals or between animals and humans.
 - l. No person shall expose any poisonous substances, whether mixed with food or not, so that the same shall be liable to be eaten by any dog or cat, provided that it shall not be unlawful for a person to expose, on his property, poisons designed for the purpose of rodent or pest elimination. This provision shall not prohibit police or Public Works personnel or licensed pest-control operators from providing rodent or pest-control services.
 - m. Any person who, as the operator of a motor vehicle, strikes a domestic animal, shall stop at once and shall attempt to report such injury or death to the animal's owner or the City Police Department.
 - n. No person may cause or allow an animal to be placed or confined in a motor vehicle under such conditions or for such a period of time, without adequate ventilation, as to endanger the health or wellbeing of such animal due to temperature, humidity, lack of food or drink, or such other conditions as may be reasonably expected to cause suffering, disability, or death.

- (2) ENFORCEMENT. Any law enforcement officer or humane officer may remove, shelter, and care for any animal found to be cruelly exposed to the weather, starved, denied adequate food or water, or otherwise treated in a cruel manner or abandoned and may deliver such animal to the Sauk County Animal Shelter to be sheltered, cared for, and given medical attention, if necessary. In all cases the owner and/or head of household shall be immediately notified and such officer or other person, having possession of the animal, shall have a lien thereon for its care, keeping, and medical attention and the expenses associated therewith. If the owner or head of household is unknown and cannot with reasonable effort be ascertained or does not within five days after notice redeem the animal by paying the expenses incurred, the animal may be treated as a stray.

29.27 WORRYING PARADE ANIMALS PROHIBITED.

- (1) CERTAIN DEVICE SALES PROHIBITED.
- a. During, and for the 12 hours immediately preceding, any public event in which circus or parade animals are scheduled to parade on the streets of the City, it shall be unlawful for any person to sell or offer to sell, outdoors on public or private property, any devices which may confuse or alarm horses, ponies or other animals such as fireworks, explosives, smoke bombs, sparklers, caps, cap guns, horns, sirens, whistles or other noise making devices; bull whips or other whips of any description; darts or bows and arrows, whether sharp or blunt tipped; any blow gun type device; or any other device which is designated or intended to be projected, catapulted, thrown, blown or propelled; except balls used for sports.
 - b. Any law enforcement officer or humane officers who observes any person who appears to be violating par. (a), above shall order such person to immediately terminate the sale or display of such prohibited devices for the duration of such public event. If such person fails to immediately comply with such order, such officer may confiscate such devices until the conclusion of such public event.
- (2) POSSESSION OR USE OF CERTAIN DEVICES.
- a. During any public event in which parade animals enumerated in Sub. (1)(a) above are scheduled to parade on the streets of the City, it shall be unlawful for anyone to have in his possession or to use, along the route of such parade while such parade is in progress, any of the devices enumerated in Sub. (1)(a), above.
 - b. Any law enforcement officer or humane officer observing any person who appears to be violating par. (a), above may confiscate such devices until the conclusion of such public event.

29.28 ANIMALS IN PARKS.

- (1) PAT LISTON DOG PARK. See § 19.12 of this Code.
- (2) PETS IN PARKS. See § 19.03(8) of this Code.
- (3) CONDUCT IN ZOO REGULATED. See § 19.05 of this Code.

2. That the City Attorney be instructed and authorized by the Council to make the following changes to the Baraboo Municipal Code:

- a. To update the Municipal Code to include the new Chapter,
- b. To make the corresponding updates to §25.10, "Bond Schedule for Ordinance Violations,"
- c. To change all of the ordinances moved in their entirety to the proposed new Chapter to "Reserved," for future Code use, with the exception of §§ 12.08A and 12.13(M) which are to be removed in their entirety, and
- d. To update all cross-references located throughout the Code.

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of _____, 20__, and is recorded on page ____ of volume ____.

City Clerk: _____

NBO – 4
The City of Baraboo, Wisconsin

BACKGROUND: Chapter 28 of the Baraboo Municipal Code, titled “Baraboo District Ambulance Commission,” contains the entirety of an out-of-date version of the by-laws for the Baraboo District Ambulance Commission. A reference to the by-laws is also in §1.30, “Baraboo District Ambulance Commission.” For consistency within the Code, it is recommended that:

1. Chapter 28 be struck in its entirety and the Chapter reserved for future Code expansion and,
2. Section 1.30 be updated to state that the by-laws, which may be amended by the Commission from time-to-time, are incorporated into that section, and
3. That the Code provide for how the City’s Commission members are to appointed by the City of Baraboo (appointed by the Mayor subject to confirmation by the Common Council).

The proposed changes were reviewed by the Administrative Committee on July 6, 2020, where it was unanimously recommended Council adopt the revisions.

Fiscal Note: (check one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments:

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. That the following change is made to § 1.30, “Baraboo District Ambulance Commission,” of the Baraboo Municipal Code.

1.30 BARABOO DISTRICT AMBULANCE COMMISSION.

- (1) MEMBERSHIP. The Baraboo District Ambulance Commission shall consist of seven (7) voting members and one (1) non-voting member. Four members shall be appointed by the Mayor of the City of Baraboo, subject to confirmation by the Common Council. Three members shall be appointed by the other participating municipalities. The nonvoting member shall be appointed by St. Clare Hospital, or its designee. (1653 09/92)
- (2) POWERS AND DUTIES. The Commission shall have the powers and duties set forth in the by-laws for the Baraboo District Ambulance Service Commission, as amended by the Commission from time-to-time, which are incorporated into this ordinance and on file with the City Clerk. See Chapter 28 of this Code. (1653 09/92)

2. That the following change is made to Ch. 28, “Baraboo District Ambulance Commission,” of the Baraboo Municipal Code.

Chapter 28, Reserved. [This chapter previously contained the by-laws for the Baraboo District Ambulance Commissions, which have been incorporated into §1.30 of this Code]

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of _____, 20__, and is recorded on page ____ of volume ____.

City Clerk: _____

NBO - 5

The City of Baraboo, Wisconsin

Background: Misty Muter and Chris Sommerfield, d/b/a Collaborative Properties, LLC, recently purchased the vacant property at 908 8th Street with the intent to building a new commercial office building, which is a permitted use in the B-3 zoning district. They considered several possible layouts for their project and would like to situate the building along back portion of the site and provide parking in front of the building. The underlying B-3 zoning regulations require a 25-foot rear yard setback since the adjoining property is zoned residential. They would like to reduce the rear yard to 10 feet (which is incidentally the setback for an accessory structure.), which is what creates their need for a PUD Overlay zoning. Everything else would be comply with the underlying B-3 regulations.

On June 16, 2020, the City Plan Commission reviewed the request and voted unanimously to forward it to Council with a favorable recommendation to approve the PUD.

Fiscal Note: (check one) ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted**
Comments:

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO
ORDAIN AS FOLLOWS:

1. Section 17.18(4)(d), Code of Ordinances, is amended as follows:

**17.18 ESTABLISHMENT OF DISTRICTS AND INCORPORATION OF
ZONING DISTRICT MAP**

(4) DISTRICT BOUNDARIES AND MAP AMENDMENTS.

(d) Planned Unit Developments. The following Planned Unit Developments are approved and incorporated into the zoning map: 2020-03.

2. The attached General Development Plan / Specific Implementation Plan is approved as Planned Unit Development 2020-02.

This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of July, 2020, and is recorded on page ____ of volume ____.

City Clerk: _____

GENERAL DEVELOPMENT PLAN (GDP)/SPECIFIC IMPLEMENTATION PLAN (SIP) FOR THE PROPERTY AT 908 8TH STREET IN THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN, TO BE ZONED AS A PLANNED UNIT DEVELOPMENT

Misty Muter and Chris Sommerfield, d/b/a Collaborative Properties, LLC, have requested that their property at 908 8th Street, located on the south side of 8th Street between Jefferson St and Washington Avenue rezoned be zoned as a Planned Unit Development (PUD) under the City of Baraboo's Zoning Code upon the following General Development Plan submitted for approval pursuant to §17.36B(7), of the Baraboo Code of Ordinances:

1. The real property involved in this General Development Plan (GDP) consists of that property located at 908 8th Street, and more particularly described as follows:

Tax Parcel 206-0690-00000

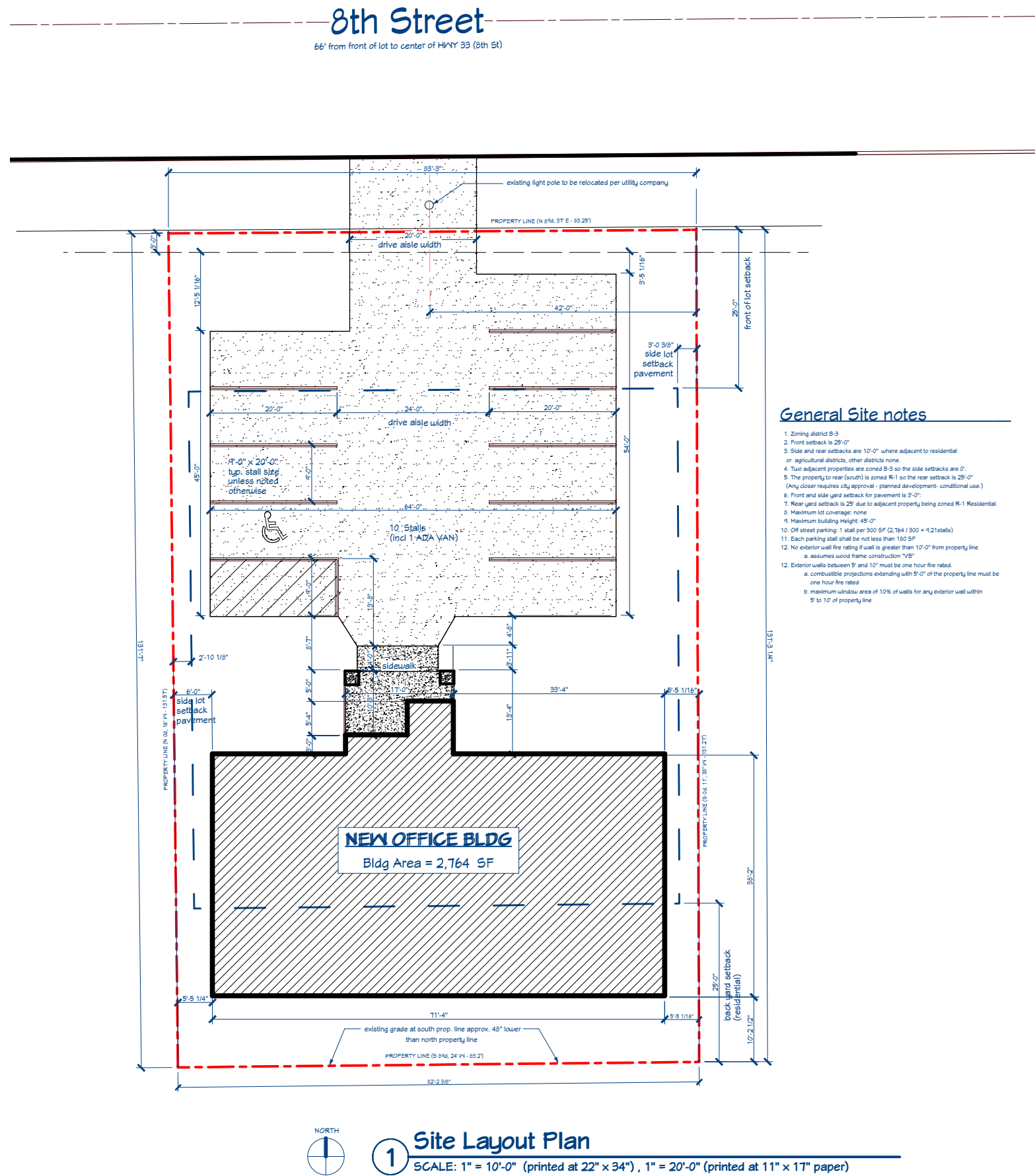
A parcel of land located in the NW¹/₄ of the SE¹/₄ of Section 36, T12N, R6E, City of Baraboo, Sauk County, Wisconsin, described as follows:

Commencing at the northwest corner of CSM 176; thence N00°16'W 131.91' to the southerly right-of-way of 8th Street; thence N89°37'E along said southerly right of way 90' to the Point of Beginning; thence continuing N89°37'E along said southerly right-of-way 83.25'; thence S00°11'38"W 131.27'; thence S89°24'W 82.2'; thence N00°16'W 131.57' to the Point of Beginning.

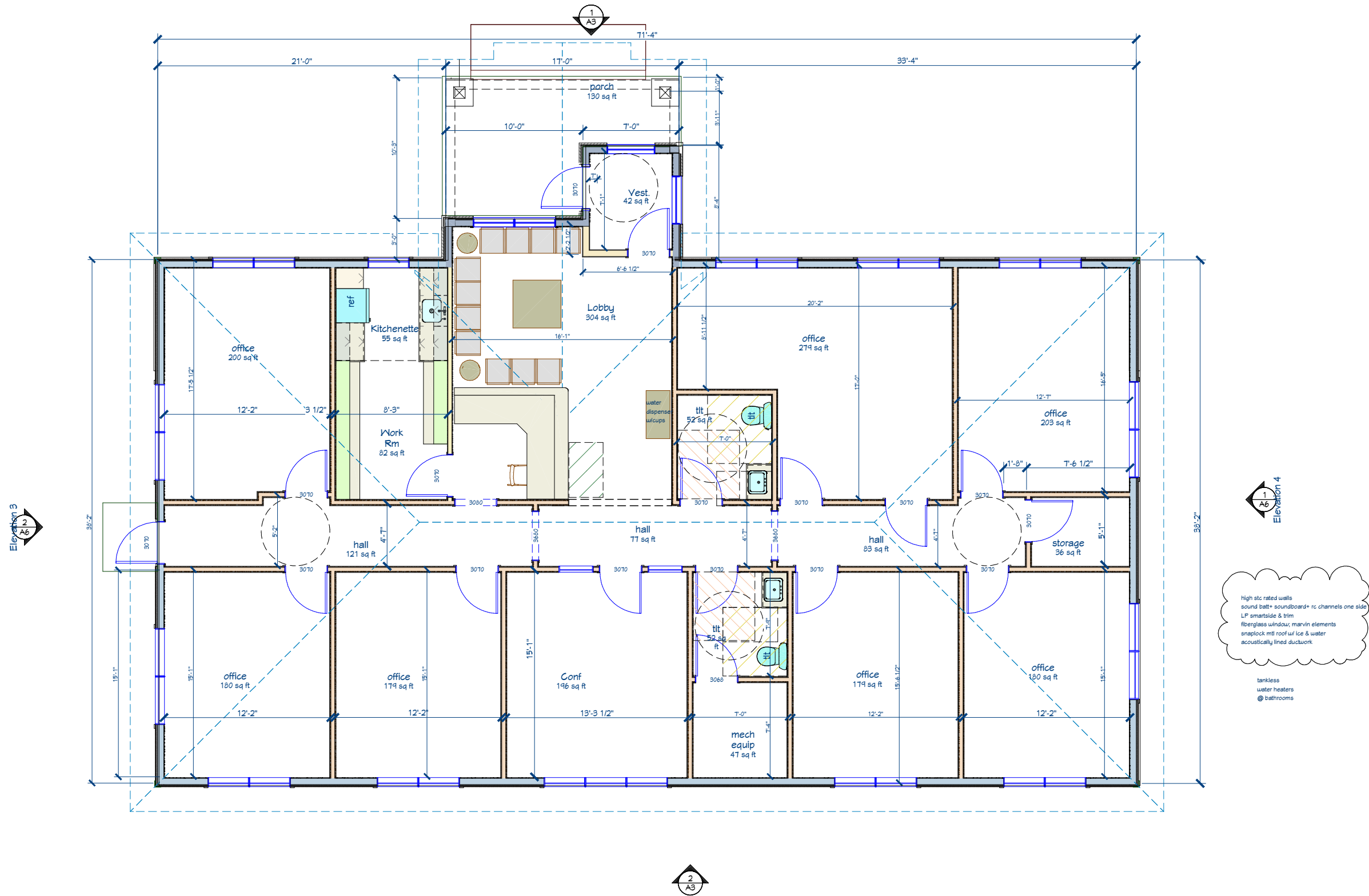
Said lands contain 0..25 acres, more or less.

2. The existing property is vacant.
3. The property is presently zoned B-3 Highway Oriented Business. The specific intention of the petitioner is to construct a new 2,764 sq ft single-story commercial office building.
4. The property is specifically approved for a single-story commercial office building with a 10-foot rear yard setback. A preliminary site plan floor plans, and renderings of the proposed building are attached to this document as Exhibit A. The use of the property, the building and parking stalls shall not be changed from such use without the modification of this GDP and subsequent approval by the City's Common Council.
5. This GDP is also accepted as the Specific Implementation Plan (SIP) for the property.
6. Signs upon the property shall be allowed pursuant to the Baraboo Sign Ordinance, §17.80, Code of Ordinances.
7. The terms of the GDP / SIP shall be covenants running with the land, and applicable not only to the petitioner, but to any and all subsequent owners as well.

EXHIBIT A



J:\2020 Projects\2015 Muller, May & Sommerfeld, Chris\5 Technical\02_Bldg-Entry_option_layout_6/9/2020 - 3:24:25 PM

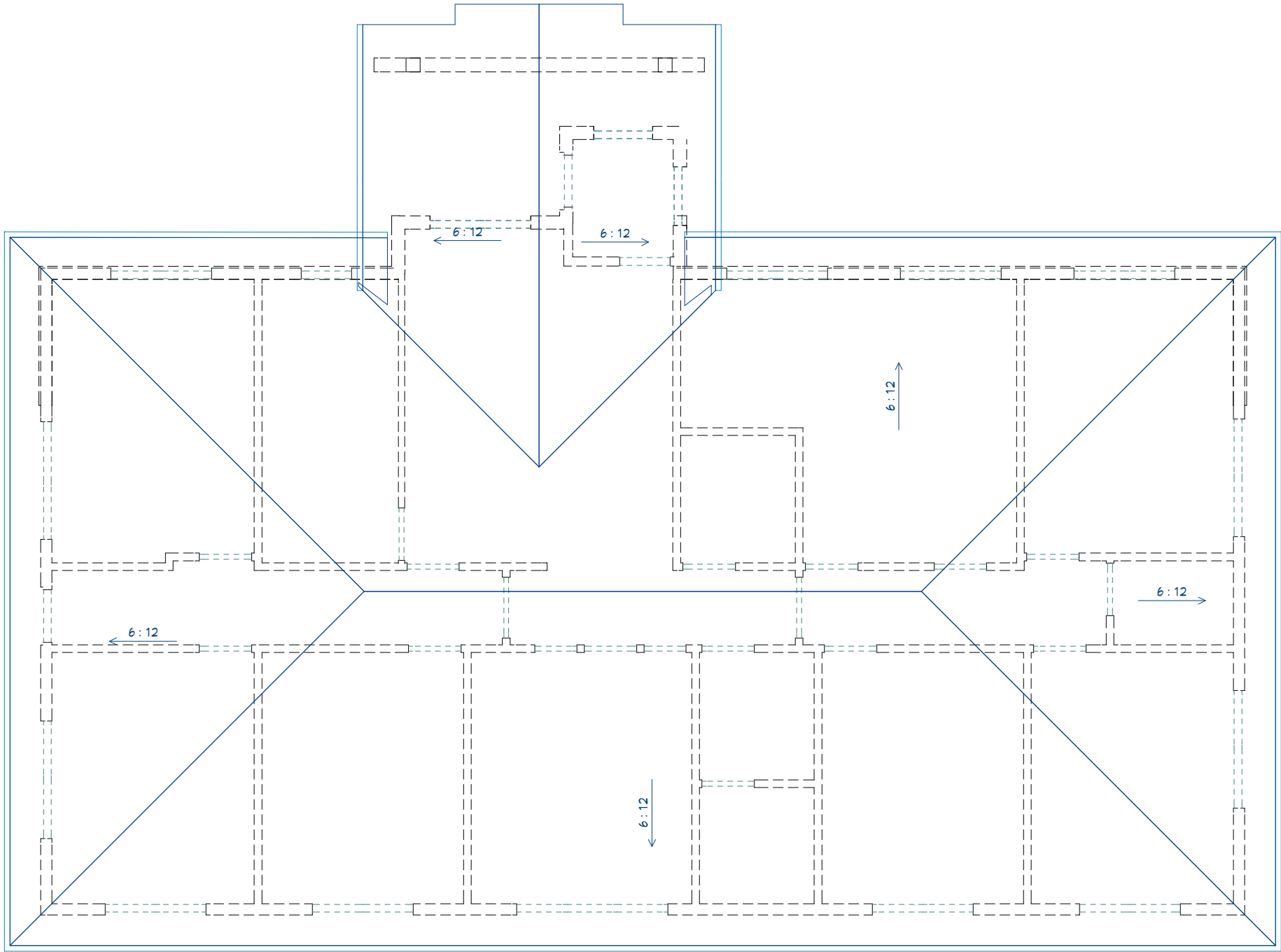


1 First Floor Plan
SCALE: 1/4" = 1'-0"

revision index		
#	date	reference

project: 20015
date: 6/9/2020
drawn by:

J:\2020 Projects\2015 Muller, Miley & Sommerfield, Charle\5 Technical\02_8th-Entry_option_layout_6/9/2020 - 3:24:26 PM



1 Roof Plan
SCALE: 1/4" = 1'-0"

revision index		
#	date	reference

project: 20015
date: 6/9/2020
drawn by:

A2

New Office Building for
Collaborative Properties LLC
403 8th St, Baraboo, WI, 53913



Bouril Design Studio, LLC
6425 Odessa Rd Suite 2
Madison, WI 53711
608-833-3400 www.bourildesign.com

City of Baraboo
GDP/ SIP SUBMITTAL
Not for Construction

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City of Baraboo
GDP/ SIP SUBMITTAL
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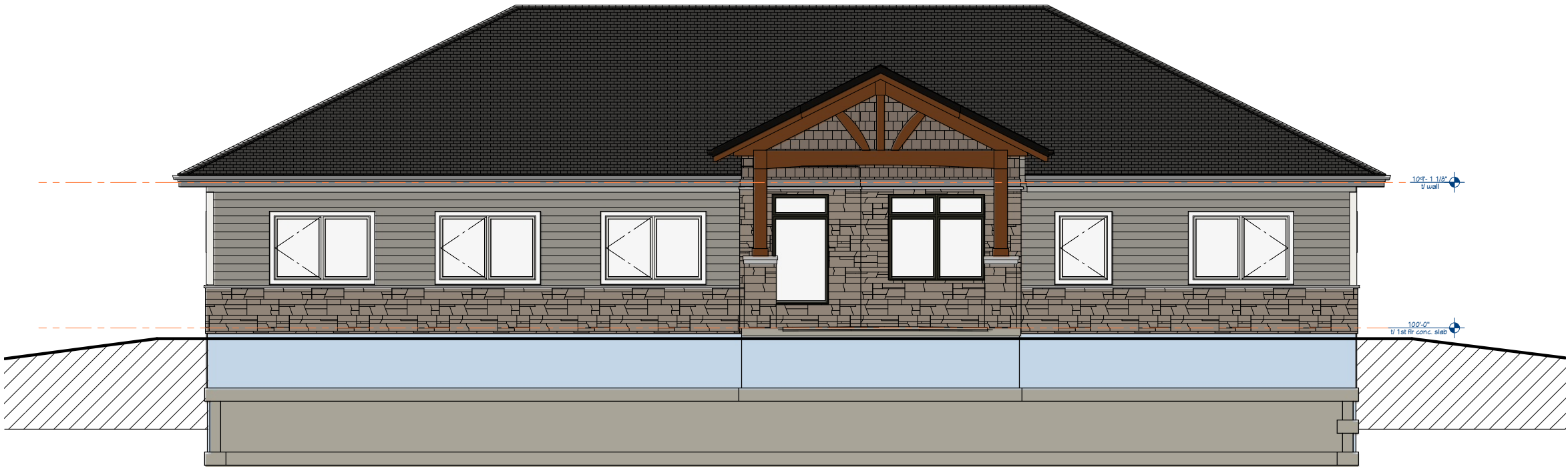
Bouril Design Studio, LLC
6425 Odessa Rd Suite 2
Madison, WI 53711
608-839-3400 www.bourildesign.com

New Office Building for
Collaborative Properties LLC
403 8th St, Baraboo, WI, 53913

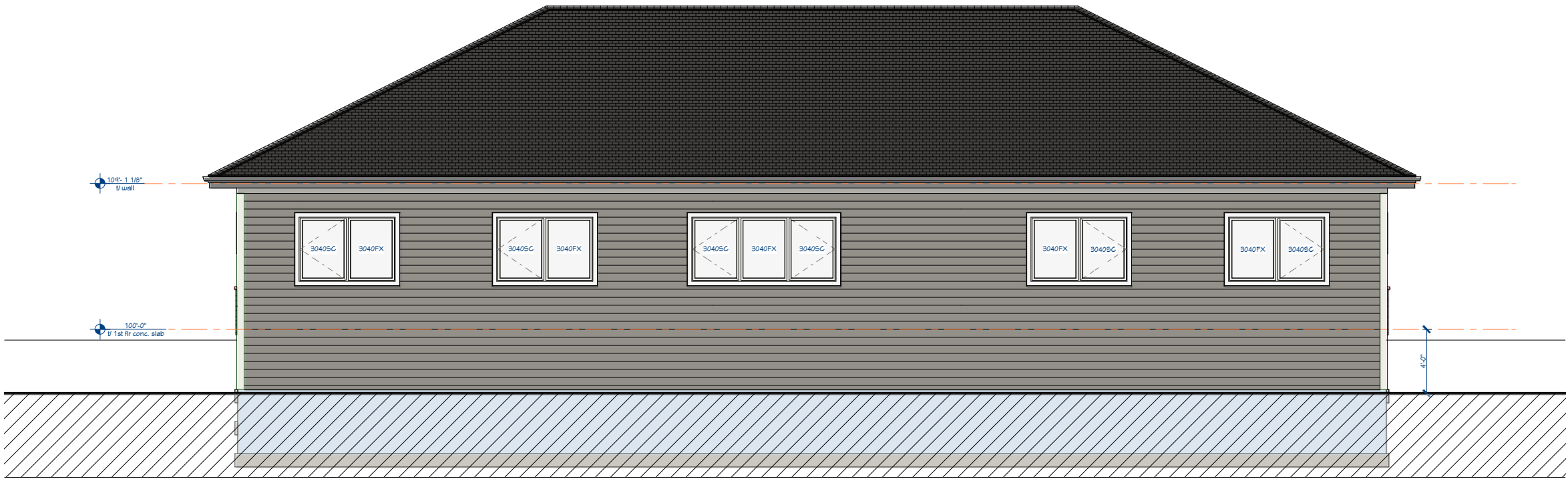
revision index		
#	date	reference

project: 20015
date: 6/9/2020
drawn by:

A3



1 North Exterior Elevation
SCALE: 1/4" = 1'-0"



2 South Exterior Elevation
SCALE: 1/4" = 1'-0"

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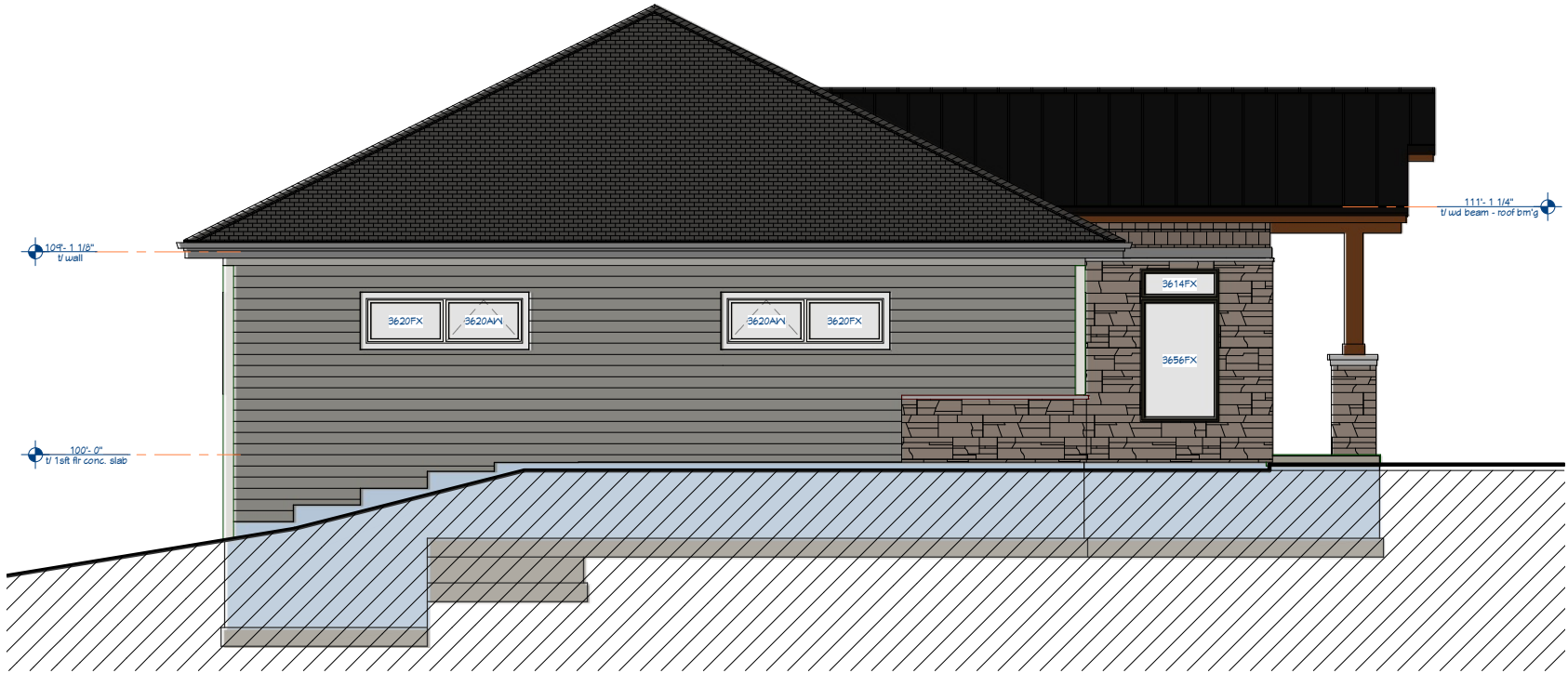
Bouril Design Studio, LLC
6425 Odana Rd Suite 2
Madison, WI 53711
608-833-3400 www.bourildesign.com

New Office Building for
Collaborative Properties LLC
403 8th St, Baraboo, WI, 53913

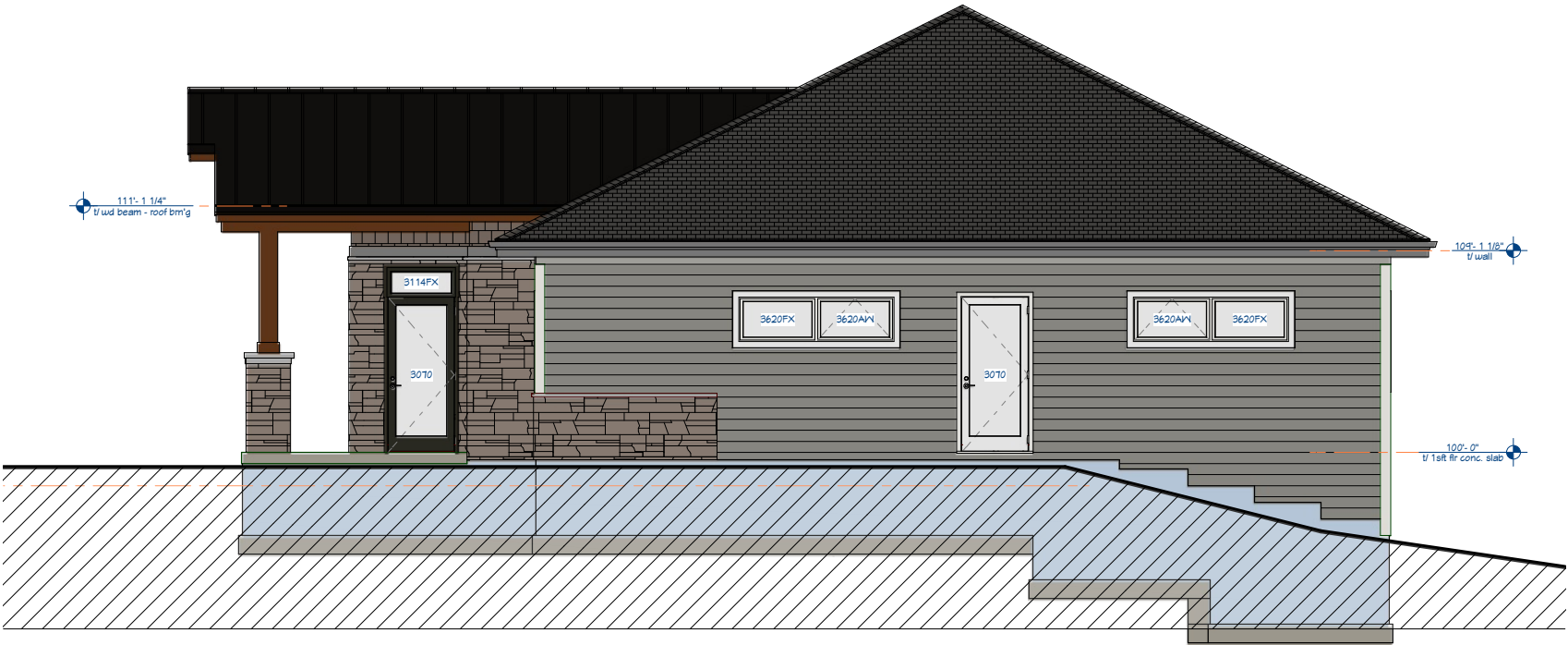
revision index		
#	date	reference

project: 20015
date: 6/19/2020
drawn by:

A6



1 East Exterior Elevation
SCALE: 1/4" = 1'-0"



2 West Exterior Elevation
SCALE: 1/4" = 1'-0"

J:\2020 Projects\2015 Muller, Kelly & Sommerfeld, Chris\5 Technical\05_Bldg Entry option layout_6/9/2020 - 3:24:25 PM



FRONT VIEW



FRONT VIEW



SIDE VIEW



SIDE VIEW



REAR VIEW



REAR VIEW

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New Office Building for
Collaborative Properties LLC
403 8th St, Baraboo, WI, 53913

revision index		
#	date	reference

project: 20015
date: 6/9/2020
drawn by:

A0



2 South Exterior Elevation
SCALE: 1/4" = 1'-0"

City of Baraboo
Baraboo Transit Service
Balance Sheets
March 31, 2020 and December 31, 2019

126 of 139

Assets:		Year to Date	December 31, 2019
Cash	A	\$ (43,640.37)	\$ 5,005.04
Due from Taxi Operator		7,269.22	-
Due from State		-	35,227.55
Total Assets		\$ (36,371.15)	\$ 40,232.59
Liabilities and Fund Equity:			
Liabilities:			
Accounts Payable		-	22,898.33
Due to Taxi Operator		-	-
Due to State		-	-
Def Revenue-Expenditure Grant		-	-
Total Liabilities		\$ -	\$ 22,898.33
Fund Equity:			
Fund Balance		-	(15,824.39)
Assigned - Capital Equipment		17,334.26	17,334.26
Net Revenue (Expenditures)		(53,705.41)	15,824.39
Total Fund Equity		(36,371.15)	17,334.26
Total Liabilities and Fund Equity		\$ (36,371.15)	\$ 40,232.59
		-	-

A Cash is typically negative as this is a reimbursement grant. A reimbursement grant provides funding to grant recipients after expenses have been incurred. The City essentially fronts the cash from the general fund and receives reimbursement from the Wisconsin Department of Transportation during the 3rd quarter, and after year end.

City of Baraboo
Baraboo Transit Service
Income Statement with Comparison to Budget
For The Three Months Ending March 31, 2020

127 of 139

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Percentage of Budget</u>
Revenues:				
Operating:				
Taxi Grant - Federal	\$ (120.00)	\$ (120.00)	\$ 211,394.00	(0.06)
Taxi Grant - State	-	-	113,827.00	-
Taxi Fares	41,662.00	41,692.00	271,515.00	15.36
Taxi Agency Fares	-	-	-	-
Total Operating Revenue				
Capital:				
Taxi Capital Grant	-	-	97,967.00	-
Sale of Assets	-	-	6,000.00	-
Sale of Assets - Contra	-	-	-	-
Refund of Prior Years Expense	-	-	-	-
Transfer from General Fund	-	-	5,000.00	-
Fund Balance Applied	-	-	8,594.00	-
Total Capital Revenue				
Total Revenues	<u>41,542.00</u>	<u>41,572.00</u>	<u>714,297.00</u>	5.82
Expenditures:				
Operating:				
Income Continuation				
Publishing	-	-	25.00	-
Repair & Maint Service-Vehicle	-	-	-	-
Special Services	-	-	-	-
Other Contracted Services	94,669.47	94,669.47	592,856.00	15.97
Contra (Package Delivery)	-	-	(150.00)	-
Publications. Training. Dues	-	-	-	-
Operating Supplies	0.35	0.35	5.00	7.00
Other Supplies & Expense	-	-	-	-
Total Operating Expenditures				
Capital:				
Vehicle Purchase	-	-	117,561.00	-
Total Capital Expenditures				
Total Expenditures	<u>94,752.92</u>	<u>95,277.41</u>	<u>714,297.00</u>	13.34
Net Revenues (Expenditures)	<u>\$ (53,210.92)</u>	<u>\$ (53,705.41)</u>	<u>\$ -</u>	

City of Baraboo
Baraboo Transit Service
Balance Sheets
June 30, 2020 and December 31, 2019

128 of 139

Assets:	Year to Date	December 31, 2019
Cash	\$ 11,466.33	\$ 5,005.04
Due from Taxi Operator	7,269.22	-
Due from State	-	35,227.55
Total Assets	\$ 18,735.55	\$ 40,232.59
Liabilities and Fund Equity:		
Liabilities:		
Accounts Payable	-	22,898.33
Due to Taxi Operator	-	-
Due to State	-	-
Def Revenue-Expenditure Grant	-	-
Total Liabilities	\$ -	\$ 22,898.33
Fund Equity:		
Fund Balance	-	(15,824.39)
Assigned - Capital Equipment	17,334.26	17,334.26
Net Revenue (Expenditures)	1,401.29	15,824.39
Total Fund Equity	18,735.55	17,334.26
Total Liabilities and Fund Equity	\$ 18,735.55	\$ 40,232.59

City of Baraboo
Baraboo Transit Service
Income Statement with Comparison to Budget
For The Six Months Ending June 30, 2020

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	Current Month	Year to Date	Budget	Percentage of Budget
Revenues:				
Operating:				
Taxi Grant - Federal	\$ 93,048.46	\$ 126,373.46	\$ 211,394.00	59.78
Taxi Grant - State	-	-	113,827.00	-
Taxi Fares	-	68,619.50	271,515.00	25.27
Taxi Agency Fares	-	-	-	-
Total Operating Revenue				
Capital:				
Taxi Capital Grant	-	-	97,967.00	-
Sale of Assets	-	-	6,000.00	-
Sale of Assets - Contra	-	-	-	-
Refund of Prior Years Expense	-	-	-	-
Transfer from General Fund	-	-	5,000.00	-
Fund Balance Applied	-	-	8,594.00	-
Total Capital Revenue				
Total Revenues	<u>93,048.46</u>	<u>194,992.96</u>	<u>714,297.00</u>	27.30
Expenditures:				
Operating:				
Income Continuation				
Publishing	-	-	25.00	-
Repair & Maint Service-Vehicle	-	-	-	-
Special Services	-	-	-	-
Other Contracted Services	-	192,706.68	592,856.00	32.50
Contra (Package Delivery)	-	-	(150.00)	-
Publications. Training. Dues	-	-	-	-
Operating Supplies	-	0.35	5.00	7.00
Other Supplies & Expense	-	-	-	-
Total Operating Expenditures				
Capital:				
Vehicle Purchase	-	-	117,561.00	-
Total Capital Expenditures				
Total Expenditures	<u>110.82</u>	<u>193,591.67</u>	<u>714,297.00</u>	27.10
Net Revenues (Expenditures)	<u>\$ 92,937.64</u>	<u>\$ 1,401.29</u>	<u>\$ -</u>	

REPORT OF BUILDING INSPECTION
Construction, Plumbing, Electrical, HVAC, Commercial
JUNE

PERMIT TYPE	2019						2020					
	ISSUED	YTD	EST COST	YTD	FEES	YTD	ISSUED	YTD	EST COST	YTD	FEES	YTD
Commercial, New	0	1	\$0.00	\$960,000.00	\$0.00	\$2,806.06	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Commercial Addition	1	2	\$54,000.00	\$122,000.00	\$220.00	\$786.20	0	3	\$0.00	\$42,824,000.00	\$0.00	\$35,177.46
Commercial, Alterations	2	17	\$65,000.00	\$810,302.00	\$470.00	\$5,445.24	2	14	\$7,500.00	\$550,000.00	\$310.00	\$5,978.64
Commercial, Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential , New SF	2	3	\$340,000.00	\$861,000.00	\$1,667.56	\$2,991.22	1	2	\$295,000.00	\$594,000.00	\$954.77	\$1,918.79
Residential, New Duplex	0	1	\$0.00	\$250,000.00	\$0.00	\$1,096.30	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential, Additions	2	3	\$68,000.00	\$97,750.00	\$277.97	\$377.97	1	3	\$4,680.00	\$44,680.00	\$100.00	\$300.00
Residential Remodel	7	27	\$232,000.00	\$421,508.00	\$944.51	\$2,621.17	7	31	\$140,310.00	\$667,113.00	\$938.88	\$3,607.47
Residential, Razing	0	1	\$0.00	\$0.00	\$0.00	\$30.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Accessory Building Razing	0	1	\$0.00	\$0.00	\$0.00	\$30.00	0	1	\$0.00	\$0.00	\$30.00	\$180.00
Roofing/Siding/Windows	18	97	\$185,311.00	\$1,292,203.00	\$1,182.00	\$7,384.00	16	45	\$168,546.00	\$390,196.00	\$1,074.00	\$2,529.00
Garage/Sheds/Deck/Fence	12	31	\$75,050.00	\$161,600.00	\$900.00	\$2,175.00	19	67	\$164,492.00	\$367,642.00	\$1,230.00	\$4,290.00
Multi-Family Units	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Plumbing Only	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	3	\$0.00	\$10,546.00	\$0.00	\$180.00
Electrical Only	3	23	\$3,000.00	\$50,244.00	\$220.00	\$368.00	7	29	\$20,738.00	\$134,059.00	\$500.00	\$2,255.00
HVAC Only	0	1	\$0.00	\$5,700.00	\$0.00	\$60.00	0	1	\$0.00	\$4,969.00	\$0.00	\$160.00
Sign Permits	2	11	\$3,000.00	\$16,500.00	\$120.00	\$810.00	1	6	\$1,000.00	\$10,400.00	\$30.00	\$300.00
Misc. Permits	2	3	\$0.00	\$20,000.00	\$210.00	\$270.00	6	8	\$139,350.00	\$141,150.00	\$360.00	\$480.00
TOTALS	51	222	\$1,025,361.00	\$5,068,807.00	\$6,212.04	\$27,251.16	60	213	\$941,616.00	\$45,738,755.00	\$5,527.65	\$57,356.36

City of Baraboo
 Airport Fund 630
 Balance Sheets
 June 30, 2020 and December 31, 2019

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Assets:	June 30, 2020	December 31, 2019
<i>Current Assets:</i>		
Cash	\$ 72,115.75	\$ 343.67
Accounts Receivable	3,663.27	2,550.44
Prepaid Expenses	-	6,629.25
Advance to Airport Capital Fd	-	-
<i>Total Current Assets</i>	<u>75,779.02</u>	<u>9,523.36</u>
Total Assets	<u><u>\$ 75,779.02</u></u>	<u><u>\$ 9,523.36</u></u>
Liabilities and Fund Equity:		
<i>Liabilities:</i>		
Accounts Payable	\$ 4,877.66	\$ 835.12
Deferred Revenue	-	1,493.76
Advance from General	-	-
<i>Total Liabilities</i>	<u>4,877.66</u>	<u>2,328.88</u>
<i>Fund Equity:</i>		
Fund Balance	565.23	27,055.78
Non-Spendable Prepaid Expenses	6,629.25	6,629.25
Net Revenues/(Expenditures)	<u>63,706.88</u>	<u>(26,490.55)</u>
<i>Total Fund Equity</i>	<u>70,901.36</u>	<u>7,194.48</u>
Total Liabilities and Fund Equity	<u><u>\$ 75,779.02</u></u>	<u><u>\$ 9,523.36</u></u>

City of Baraboo
Airport Fund 630
Income Statement with Comparison to Budget
For The Six Months Ending June 30, 2020

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Revenues:	Current Month	Year to Date	Budget	Percentage of Budget
Federal Transportation Grant	\$ -	\$ -	\$ -	-
Local Transportation Aid	-	-	-	-
Gas Sales	-	2,063.53	7,000.00	29.48
Landing Fee	70.68	1,431.27	4,000.00	35.78
Appropriations_ County	-	4,100.00	4,100.00	100.00
Appropriations- City	-	39,897.00	39,897.00	100.00
Appropriations-Lake Delton	-	39,897.00	39,897.00	100.00
Interest on Investments	-	71.74	140.00	51.24
Rents and Leases	1,657.34	9,601.38	18,000.00	53.34
Ag Land Rental	-	4,750.00	13,200.00	35.98
Hangar Lot Lease	255.60	26,468.43	27,000.00	98.03
Hangar Keeper Fee	-	-	-	-
Hangar rental	-	-	-	-
Sale of Assets	-	-	-	-
Insurance Recoveries	-	-	-	-
Refund of Prior Years Expense	-	-	-	-
Miscellaneous Income	-	82.70	500.00	16.54
Proceeds from Notes	-	-	-	-
Fund Balance Applied	-	-	-	-
Total Revenues	\$ 1,983.62	\$ 128,363.05	\$ 153,734.00	83.50

Expenditures:

Airport

Wages	\$ 415.01	\$ 2,334.37	\$ 9,572.00	24.39
Social Security	30.48	247.76	713.00	34.75
Retirement	33.89	274.22	780.00	35.16
Health Insurance	75.86	599.51	1,624.00	36.92
Life Insurance	-	-	5.00	-
Income Continuation	-	-	-	-
Contracted Services	3,500.00	21,000.00	42,000.00	50.00
Publishing	-	-	40.00	-
Professional Services	1,365.00	3,475.78	15,000.00	23.17
Telephone	60.56	303.02	700.00	43.29
Electricity	-	6,013.02	6,000.00	100.22
Heat	-	1,199.79	1,200.00	99.98
Repair & Maint Serv-Equipment	858.65	1,011.86	9,865.00	10.26
Fuel Station Maintenance	-	499.00	1,000.00	49.90
Repair & Maint Serv-Buildings	-	1,309.76	1,250.00	104.78
Special Services	-	-	2,200.00	-
DOT Maintenance Agreement	-	-	-	-
Repair & Maint Serv-Facilities	-	2,634.69	2,635.00	99.99
Snow Removal & Mowing	-	-	-	-

Airport Fund 630

Income Statement with Comparison to Budget (Continued)

For The Six Months Ending June 30, 2020

Expenditures (Continued):	Current Month	Year to Date	Budget	Percentage of Budget
<i>Airport (Continued)</i>				
Lighting Repairs	-	-	400.00	-
Runway & Taxi Repairs	-	-	6,405.00	-
Road Repair	-	-	-	-
Other Contracted Services	-	-	-	-
Office Supplies	-	63.32	50.00	126.64
Publications. Training. Dues	-	-	240.00	-
Travel	-	-	60.00	-
Operating Supplies	-	4,829.90	7,500.00	64.40
Gas. Diesel. Oil. Grease	242.63	1,935.91	4,500.00	43.02
Repair & Maint Materials	290.20	501.92	2,000.00	25.10
Repair & Maint - Buildings	-	42.99	2,000.00	2.15
Other Supplies & Expense	-	-	1,200.00	-
Small Equipment Purchase	-	-	500.00	-
Insurance	-	6,807.35	8,200.00	83.02
Rents and Leases	-	-	-	-
Extraordinary Expense	-	-	-	-
Equipment Purchases	7,200.00	9,645.00	12,500.00	77.16
Land or Land Improvements	-	-	13,595.00	-
Building Improvements	-	-	-	-
Facilities Improvements	-	(73.00)	-	-
Equipment Replacement	-	-	-	-
Cost Allocation	-	-	-	-
Total Airport	\$ 14,072.28	\$ 64,656.17	\$ 153,734.00	42.06
<i>Principal on Notes</i>				
Principal	\$ -	\$ -	\$ -	-
Total Principal on Notes	\$ -	\$ -	\$ -	-
<i>Interest on Notes</i>				
Interest	\$ -	\$ -	\$ -	-
Cost Reallocation	-	-	-	-
Total Interest on Notes	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 14,072.28	\$ 64,656.17	\$ 153,734.00	42.06
Net Revenues/(Expenditures)	\$ (12,088.66)	\$ 63,706.88	\$ -	

City of Baraboo
 Airport Capital Imprvmnt Fund Fund 632
 Balance Sheets
 June 30, 2020 and December 31, 2019

134 of 139

Assets:	<u>June 30, 2020</u>	<u>December 31, 2019</u>
<i>Current Assets:</i>		
Cash	\$ 115,128.21	\$ 132,169.19
Due from State	1,098.35	1,098.35
Due from Other Cities. Village	-	-
<i>Total Current Assets</i>	<u>116,226.56</u>	<u>133,267.54</u>
Total Assets	<u><u>\$ 116,226.56</u></u>	<u><u>\$ 133,267.54</u></u>
 Liabilities and Fund Equity:		
<i>Liabilities:</i>		
Accounts Payable	\$ -	\$ 17,143.27
Due to State	-	-
Advance from Airport Operating	-	-
<i>Total Liabilities</i>	<u>-</u>	<u>17,143.27</u>
 <i>Fund Equity:</i>		
Fund Balance	116,124.27	124,768.42
Net Revenues/(Expenditures)	102.29	(8,644.15)
<i>Total Fund Equity</i>	<u>116,226.56</u>	<u>116,124.27</u>
Total Liabilities and Fund Equity	<u><u>\$ 116,226.56</u></u>	<u><u>\$ 133,267.54</u></u>

City of Baraboo
 Airport Capital Imprvmnt Fund Fund 632
 Income Statement with Comparison to Budget
 For The Six Months Ending June 30, 2020

135 of 139

Revenues:	Current Month	Year to Date	Budget	Percentage of Budget
Federal Transportation Grant	\$ -	\$ -	\$ 150,000.00	-
Local Transportation Aid	-	-	8,333.00	-
Appropriations	-	-	-	-
Appropriations- City	-	-	-	-
Appropriations-Lake Delton	-	-	-	-
Interest on Investments	-	102.29	-	-
Sale of Assets	-	-	-	-
Insurance Recoveries	-	-	-	-
Refund of Prior Years Expense	-	-	-	-
Total Revenues	\$ -	\$ 102.29	\$ 158,333.00	0.06
Expenditures:				
Interest on Notes				
Interest	-	-	-	-
Total Interest on Notes	\$ -	\$ -	\$ -	-
Capital Losses				
Other Supplies & Expense	-	-	-	-
Total Capital Losses	\$ -	\$ -	\$ -	-
Airport				
Wages	-	-	-	-
Social Security	-	-	-	-
Retirement	-	-	-	-
Health Insurance	-	-	-	-
Equipment Purchases	-	-	-	-
Land or Land Improvements	-	-	-	-
Building Improvements	-	-	-	-
Facilities Improvements	-	-	166,667.00	-
Facilities Improvements-Contra	-	-	-	-
Total Airport	\$ -	\$ -	\$ 166,667.00	-
Total Expenditures	\$ -	\$ -	\$ 166,667.00	-
Net Revenues/(Expenditures)	\$ -	\$ 102.29	\$ (8,334.00)	

**SPECTRA**

MICHAEL DOOCEY
Regional Vice President

3317 So. Highley Road, Suite 114, Box 491, Gilbert, AZ 85297
(602) 309-8082 | Michael.Doocey@spectraxy.com

June 17, 2020

Mayor Michael Palm
101 South Blvd.
Baraboo, WI 53913

Re: Notice of Permanent Business Closure at Wisconsin Dells Hotel and Casino

Dear Mayor Palm:

I write on behalf of Ovation Food Services, L.P. d/b/a Spectra Food Services and Hospitality ("Spectra") to inform you of a permanent cessation of Spectra's operations at Wisconsin Dells Hotel and Casino beginning on June 17, 2020. Spectra is not required to provide notice of this business closure under Wisconsin's Business Closing and Mass Layoff Law since it is the product of unforeseeable circumstances created by the premature termination of Spectra's contract for services. Nonetheless, we felt it was in each party's interest to inform you of the business closure.

The affected site of employment is Ho-Chunk Gaming – Black River Falls, located at W9010 WI-54, Black River Falls, WI 54615. Spectra anticipates that its operations at this site will cease, and all employees will be separated on June 17, 2020. The business closure will affect approximately 170 employees. Spectra anticipates that the business closure will be permanent.

If you require additional information, please do not hesitate to contact me at (602) 309-8082.

Very truly yours,

Michael Doocey



The Honorable Mike Palm
City of Baraboo
1017 4th St.
Baraboo, WI 53913

Tuesday, June 24, 2020

Dear Mayor Palm:

Due to continued deterioration in market conditions, LSC Communications US, LLC has decided to permanently close our facility located at 1300 Sauk Ave., Baraboo, WI. Consistent with these plans, employment separations are expected to commence starting August 24, 2020. The closure will be permanent, and all employees involved in the operations, approximately 393 people, will be affected. We expect the facility to completely cease operations no later than October 26, 2020.

We are committed to making the transition as smooth as possible for our employees, our customers and for the community. At this time, the Company anticipates that the first group of employees will be permanently separated during a 14-day period beginning on August 24, 2020. The second and final group of employees will be separated during a 14-day period beginning on October 12, 2020. A list of job titles and the number of employees currently holding affected positions accompanies this letter as Exhibit A. In connection with the plant closure, no employees will have bumping rights to displace other employees working for the Company.

This announcement and the above timetable are based on the best information currently available. However, various factors may still affect the timing of any employment separations. You will be informed of any significant changes in these plans, as additional information becomes available.

To the extent that this action constitutes a covered event under the Worker Adjustment and Retraining Notification Act (WARN) and any corresponding state or local law, this letter is intended to fulfill any legal notice requirements.

We appreciate any support or assistance you or your office can provide to help employees affected by the plant closing in finding new positions. If you have any questions or desire additional information, please contact Colleen Bradley, Human Resources Manager, at 608-355-3629.

Sincerely,

Rebecca Robertson
Vice President Human Resources

LSC COMMUNICATIONS

lsc.com | 844.572.5720 | 191 North Wacker Drive, Chicago, IL 60606



Exhibit A
Baraboo, Wisconsin Plant Affected Employees

Job Name	Employee Totals
Accounting Supervisor	1
Assistant Press Operator 1	26
Baler Operator	4
Bindery Assistant	3
Bindery Material Handler 1	68
Bindery Operator 2	48
Bindery Operator 3	9
Contract Worker	1
Customer Service Supervisor	1
Disability Coordinator 2	1
Distribution Planner 2	3
Electrician 1	1
Electrician 2	9
Electrician 3	1
Electrician 4	1
Financial Analyst 2	2
Forklift Operator 1	19
Forklift Operator 2	8
Human Resources Generalist 2	3
Human Resources Manager 1	1
Inventory Control Clerk 3	1
IT Infrastructure Tech 2	1
Light Equipment Operator 2	9
Maintenance Mechanic 1	2
Maintenance Mechanic 2	8
Maintenance Mechanic 3	2
Manufacturing Manager	2
Manufacturing Supervisor	11
Material Handler 1	1
Materials Planner 2	1
Occupational Health Nurse	1
Operations Clerk 1	1
Operations Clerk 2	4
Platemaker	9
Platform Account Specialist	2
Press Assistant 1	40
Press Operator 3	29
Print Production Account Specialist 2	3
Print Production Account Specialist 3	7
Production Finishing Assistant	3
Production Scheduler 3	1
Quality Control Analyst 1	1
Quality Inspector 2	1
Quality Supervisor	1
Roll Tender	20
Shipping and Receiving Clerk 2	14
Shipping and Receiving Clerk 3	5
Technical Specialist 2	3

Share with Council +
City Employees
Ed Gack
7-8-20

July 3, 2020

Dear City of Baraboo Staff,

On behalf of this community, I wanted to express my appreciation to your managers and employees as you have performed your duties and responsibilities as essential workers.

As an essential worker myself, I realize the energy and commitment, as well as uncertainty you may face as you come to work every day. The COVID-19 environment has not been easy to work in considering physical adjustments to workspaces, increased customer demands, and the anxiety which surrounds these changes.

Thank you so very much for persevering during this ongoing pandemic. Believe me, I am among the MANY that appreciate the work you do, the service you provide, and the personal sacrifices you have made to continue as an essential worker.

YOU ARE APPRECIATED! PLEASE BE WELL – YOU ARE IMPORTANT TO THE COMMUNITY!

Sandy Snow

Snowsis03@gmail.com